



August 22nd, 2024

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

A meeting **of Lisburn & Castlereagh City Council** will be held on **Tuesday, 27th August 2024 at 7:00 pm** in the Council Chamber for the transaction of the business on the undernoted agenda.

A hot buffet will be available 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 Mayors Engagements for August Council.pdf*

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## 2.0 APOLOGIES

## 3.0 DECLARATIONS OF MEMBERS' INTERESTS

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

## 4.0 COUNCIL MINUTES - Meeting of Council 25 June 2024

*For Approval*

📄 *MM 25.06.2024 Draft Minutes for Adoption.pdf*

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## 5.0 MATTERS ARISING

## 6.0 DEPUTATIONS

## 7.0 BUSINESS REQUIRED BY STATUTE

### 7.1 Signing of Legal Documents

- Lisburn and Castlereagh City Council and OML Belfast Limited (trading as The Belfast Giants), 2 Queens Quay, Belfast BT3 9QQ – Service and Exclusivity Agreement
  
- Lisburn and Castlereagh City Council and South Eastern Regional College, 25 Castle Street, Lisburn BT27 4SU – Lisburn and Castlereagh Labour Market Partnership Employability Academy – Welding Academy

## 8.0 ADOPTION OF MINUTES OF COMMITTEES

### 8.1 Governance & Audit Committee - 27 June 2024

*For Approval*

📄 *(S) G&A 27 06 2024 Draft minutes for adoption.pdf*

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### 8.2 Planning Committee - 3 June 2024 (for Noting)

*For Noting*

📄 *PC 03.06.2024 - Ratified Minutes.pdf*

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### **8.3 Planning Committee - 1 July 2024 (for Noting)**

*For Noting*

📄 *PC 01.07.2024 - Ratified Minutes.pdf*

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## **9.0 REPORT FROM CHIEF EXECUTIVE**

### **9.1 Council Remote/Hybrid Meetings**

*For Decision*

📄 *Council Report on Remote Meeting Legislation - Aug 24.pdf*

*Page 39*

📄 *Appendix 1 - Remote Meeting Regs June 24.pdf*

*Page 42*

📄 *Appendix 2 - Amended Standing Orders Aug 24.pdf*

*Page 46*

## **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 on the Subject of Good Relations in the name of Councillor N Parker**

📄 *NOTICE OF MOTION August 2024.pdf*

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## **13.0 CONFIDENTIAL BUSINESS**

### **13.1 Delegated Authority Request**

*For Decision*

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

📄 *Confid 1 Request for Delegated Authority (Council report)2.pdf*

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### **13.2 Requirement to enter into a Section 76 Planning Agreement for Planning Application LA05/2020/0545/F**

*For Decision*

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

 **Confid 2 Section 76 report - LA05.2020.0545.F.pdf**

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**13.3 Requirement to enter into a Section 76 Planning Agreement for Planning Application LA05/2022/1170/F**  
*For Decision*

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

 **Confid 3 Section 76 report - LA0520221170F (002).pdf**

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**13.4 Requirement to enter into a Section 76 Planning Agreement for Planning Application LA05/2022/0947/F**  
*For Decision*

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

 **Confid 4 Section 76 report - LA05.2022.0947.F (Aug 2024)2.pdf**

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## **14.0 ANY OTHER BUSINESS**

## **MAYOR'S ENGAGEMENTS FOR FULL COUNCIL MEETING**

### **Thursday 20th June**

Mayor to attend NI Eco-Schools 30<sup>th</sup> Anniversary, Stranmillis University College Belfast

Mayor to attend Schools Art Competition Awards Ceremony, Lagan Valley Island

### **Sunday 23<sup>rd</sup> June**

Mayor to attend Lisburn Refugee Day Event, Lisburn Racquets Club

Mayor to attend Regimental Association Co Antrim Battalion UDR CGC, Parade and Service, St Saviour's Parish Church

### **Monday 24<sup>th</sup> June**

Mayor to host Armed Forces Flag Raising Ceremony, Lagan Valley Island

### **Tuesday 25<sup>th</sup> June**

Mayor to attend Tennis Ireland's Court Bosses Launch, Hilden Tennis Club

### **Wednesday 26<sup>th</sup> June**

Mayor to meet with Lisburn Softball Club, Wallace Park, Lisburn

### **Thursday 27<sup>th</sup> June**

Mayor to attend Lisburn Feile 2024 Launch Event, Lagan Valley Island

### **Saturday 29<sup>th</sup> June**

Mayor to visit Ballymacash Sports Academy Fun Day, Bluebell Sports Village

Mayor to attend Official Opening of Drumlough Presbyterian Church Hall

Mayor to attend Ballyburren Outdoor Escapes on their first anniversary

### **Sunday 30<sup>th</sup> July – Wednesday 3<sup>rd</sup> July**

Mayor to attend Somme Pilgrimage as part of the Council delegation

### **Sunday 14<sup>th</sup> July**

Mayor to attend National Day of Commemoration Ceremony, Royal Hospital Kilmainham, Dublin

**Tuesday 16<sup>th</sup> July**

Mayor to attend Translink Day's Out Launch, Lisburn

**Thursday 18<sup>th</sup> July**

Mayor to attend High Street Heroes Regional Launch, Lisburn

Mayor to meet with NI Food-To-Go Association, Lagan Valley Island

Mayor to visit High Rise Family Adventure Centre, Lisburn

**Friday 19<sup>th</sup> July**

Mayor to visit Lisburn Distillery Warriors Summer Camp, Lagan Valley Leisureplex

Mayor to attend The Annual Pride Awards, Clayton Hotel, Belfast

**Thursday 24<sup>th</sup> July**

Mayor to meet with Chief Executive of Positive Life, Lagan Valley Island

Mayor to host Connected Minds Youth Committee, Lagan Valley Island

**Thursday 25<sup>th</sup> July**

Mayor to host reception for The Age Friendly Forum, Lagan Valley Island

**Friday 26<sup>th</sup> July**

Mayor to visit local resident in Parkside Nursing Home, Lisburn, to mark her 105<sup>th</sup> birthday

Mayor to attend Family Fun Day as part of the Lisburn Feile programme, Wallace Park

Mayor to attend "Let's Talk Back" as part of the Lisburn Feile programme, Island Arts Centre

**Saturday 27<sup>th</sup> July**

Mayor to visit Hilden Tennis Club, Lisburn, for their Pride Cardio Tennis Event

**Sunday 29<sup>th</sup> July**

Mayor to attend Big Dam Bat Walk as part of Lisburn Feile programme, Duncan's Park

**Tuesday 30<sup>th</sup> July**

Mayor to visit ASCERT Headquarters, Lisburn

**Wednesday 31<sup>st</sup> July**

Mayor to attend Green Flag Awards – Keep Northern Ireland Beautiful, Lagan Valley Island

Mayor to attend LGBTQ+ event as part of Lisburn Feile programme, Lagan Valley Island

**Thursday 1<sup>st</sup> August**

Mayor to volunteer at Lisburn Restore: Habitat for Humanity, Lisburn

**Saturday 3<sup>rd</sup> August**

Mayor to attend Drumlough Community Association Fun Day and BBQ, Drumlough Orange Hall

Mayor to attend Community Picnic, Anahilt care Home

**Sunday 4<sup>th</sup> August**

Mayor to attend Hinch Distillery Fine food and Drinks Fair, Ballynahinch

Mayor to attend Mourne's Mini Club Annual Car Show, Coronation Meadow, Hillsborough Castle

**Tuesday 6<sup>th</sup> August**

Mayor to meet with Hannah Jones, the newly crowned Miss Northern Ireland, Lagan Valley Island

**Saturday 10<sup>th</sup> August**

Mayor to attend Ballance & McKnight Appreciation Day, Ballance House

Mayor to attend President's Day Dinner, Castlereagh Hill Golf Club

**Sunday 11<sup>th</sup> August**

Mayor to attend Charity Spin for Mayoral Charity Emerge Counselling Services, Better Gym, Falls Leisure Centre

**Tuesday 13<sup>th</sup> August**

Mayor to attend Citizenship Ceremony, Hillsborough Castle

**Wednesday 15<sup>th</sup> August**

Mayor to host reception for Lisburn Rangers Ladies Under 13's, success at the Foyle Cup, Lagan Valley Island

**Friday 16<sup>th</sup> August**

Mayor to attend Curry Night for Mayoral Charity, Emerge Counselling, Lisburn Rugby Club

**Saturday 17<sup>th</sup> August**

Mayor to attend launch of Yours, Mine and Ours Impact toolkit and Welcome Day, Lisburn Museum

Mayor to attend Big Community Lunch, Four Winds Community Group, Colby Park

Mayor to attend Moira Speciality food Fair, Moira Demesne

Mayor to attend Ulster Youth Orchestra Summer Concert, Ulster Hall, Belfast

**DEPUTY MAYOR'S ENGAGEMENTS FOR FULL COUNCIL MEETING****Thursday 27<sup>th</sup> June**

Deputy Mayor to attend Lisburn Feile 2024 Launch Event, Lagan Valley Island

**Wednesday 10<sup>th</sup> July**

Deputy Mayor to attend Farewell Dinner Reception for Mme Zhang Meifang, Consul General, Culloden Hotel

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**LISBURN & CASTLEREAGH CITY COUNCIL****Minutes of the Meeting of Council held in the Council Chamber, Lagan Valley Island on Tuesday 25 June, 2024 at 7:00 pm****PRESENT;**

The Right Worshipful the Mayor  
Councillor K Dickson

Deputy Mayor  
Councillor R Carlin

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

Councillors D Bassett, R T Beckett, P Burke, S Burns,  
P Catney, D J Craig, N Eaton, A P Ewing, A Gowan,  
B Higginson, G Hynds, C Kemp, J Lavery BEM, U Mackin,  
G McCleave, A McIntyre, M McKeever, T Mitchell, N Parker,  
G Thompson and N Trimble

**IN ATTENDANCE:**

Lisburn & Castlereagh City Council

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

**Commencement of the Meeting**

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

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

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

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## Prayers

The Right Worshipful the Mayor welcomed his Chaplain, Rev Stephen Reain-Adair to the meeting. Rev Reain-Adair introduced himself to the Council as being the church minister for Killinchy Non-Subscribing Presbyterian Church, having been ordained eight years ago, and also a school teacher at Bangor Academy. He stated that it was an honour to be Councillor Dickson's Mayoral Chaplain. Rev Reain-Adair then gave an address and said a prayer following which he extended good wishes to Councillor Dickson for his Term of Office. The Right Worshipful the Mayor thanked Rev Reain-Adair for his attendance and kind words, and Rev Reain-Adair 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, Councillor K Dickson, since his election to the position of Mayor on 7 June 2024.

The Right Worshipful the Mayor put on record his thanks and appreciation to the many community groups who had organised events to commemorate the 80<sup>th</sup> anniversary of D-Day. He stated it had been a privilege to visit many of these events across the Council area.

The Right Worshipful the Mayor also extended thanks to the Officers, staff and everyone involved in the Lisburn Half Marathon, 10K and Fun Run on 19<sup>th</sup> June 2024 which he stated had been a fantastic event with over 5,000 runners having taken part.

### 2. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Aldermen M Gregg, M Guy and S Skillen, and Councillors J Gallen, A Givan, P Kennedy, S Lowry, A Martin, C McCreedy and R McLernon.

### 3. Declarations of Interest

There were no Declaration of Interest declared at the meeting.

### 4. Council Minutes

#### 4.1 Meeting of Council – 28 May 2024

It was proposed by Councillor A McIntyre, seconded by Alderman J Baird, and agreed that the minutes of the meeting of Council held on 28 May 2024 be confirmed and signed.

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#### 4.2 Annual Meeting of Council – 7 June 2024

It was proposed by Alderman J Tinsley, seconded by Alderman J Baird, and agreed that the minutes of the Annual Meeting of Council held on 7 June 2024 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 Alderman J Baird, seconded by Alderman J Tinsley, and agreed that the following legal documents be signed at the meeting:

- Lisburn and Castlereagh City Council and Hillhall Regeneration Group, 14 Hillhall Road, Lisburn BT27 5DE – Lease relating to Land and Buildings at Hillhall Road, Cromwell's Close, Lisburn
- Lisburn and Castlereagh City Council and Department of Infrastructure, Clarence Court, 10-18 Adelaide Street, Belfast BT2 8GB – Deed of Surrender relating to Lands and Car Park at Moira Demesne
- Lisburn and Castlereagh City Council and Live Life Social Enterprises Limited, 9 Magheralone Road, Ballynahinch, Co Down BT24 8ND – Sub-Lease of Land and Buildings at The Grove Leisure Centre, Lisburn
- Lisburn and Castlereagh City Council and Ulster Supported Employment Ltd (USEL), 182-188 Cambrai Street, Belfast BT13 3JH – Contract for Collection, transportation, recycling and/or recovery of mattresses from Council Household Recycling Centres (Ref: T23/24-027)
- Lisburn and Castlereagh City Council and Irish Waste Services Ltd, 94-96 Hillsborough Road, Carryduff BT8 8HT – Contract for Recycling and Recovery of Residual and Bulky Wastes from Council Household Recycling Centres and Council Bulky (Amenity) Collection Service (Ref STA23/24-043)
- Lisburn and Castlereagh City Council and J&K Contracts, 7 Beaghbeg Road, Cookstown BT80 9PE – Contract for LCCC Small Settlements – Aghalee Traffic Calming Works

Councillor A Gowan left the meeting at 7.12 pm.

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8. Adoption of Minutes of Committees**Communities and Wellbeing Committee****4 June, 2024**

Proposed by Councillor R T Beckett

Seconded by Councillor D J Craig

Matters ArisingPage 270 Item 7.2Community Investment Fund – Phase 3

Councillor D J Craig welcomed the success of the above investment funding initiative by the Council and extended best wishes to the successful community groups for their respective projects. He encouraged those groups who were unsuccessful this time to apply again to any future Community Investment Fund initiative.

**Environment & Sustainability Committee****5<sup>th</sup> June 2024**

Proposed by Councillor G Hynds

Seconded by Alderman J Baird

**Regeneration and Growth Committee****5<sup>th</sup> June 2024**

Proposed by Councillor J Laverty

Seconded by Councillor T Mitchell

**Corporate Services Committee****12<sup>th</sup> June, 2024**

Proposed by Councillor N Trimble

Seconded by Councillor N Eaton

**Governance & Audit Committee****13<sup>th</sup> June 2024**

Proposed by Alderman S P Porter

Seconded by Councillor D Bassett

Adopted subject to the attendance list being amended to replace Councillor C Kemp by Councillor N Eaton.

**Planning Committee****13<sup>th</sup> May 2024**

The minutes of the Planning Committee meeting of 13<sup>th</sup> May, 2024 had been circulated for noting as these minutes had been agreed at the subsequent meeting of the Planning Committee on 3<sup>rd</sup> June, 2024. It was proposed by Councillor D J Craig, seconded by Councillor U Mackin, and agreed that their contents be noted.

Comments were noted from Councillor P Catney about the importance of the Council progressing the relevant paperwork in connection with Section 76 Planning Agreements as quickly as possible. Councillor Catney advised that he had been contacted on this issue by Architects who had requested he bring this matter to the attention of the Council.

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9. Report from Chief Executive

There were no reports for consideration.

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. Notices of Motion

There were no Notices of Motion for consideration.

Councillor A Gowan returned to the meeting at 7.18 pm.

13. Any Other Business

13.1 Passing of Mr Joe Heron, Coca Cola HBC  
Alderman A G Ewart

Alderman A G Ewart, having referred to the sudden passing of Mr Joe Heron, a senior manager at Coca Cola HBC, Lisburn plant, asked that a letter of condolence from the Mayor's Office be sent to Mr Heron's family to convey the deepest sympathies of this Council on this very sad occasion. Alderman Ewart advised that Mr Heron had worked closely with Council Officers and the Regeneration & Growth Committee in the recent past. The Right Worshipful the Mayor having also expressed sadness on the sudden passing of Mr Heron agreed to send a letter of sympathy to Mr Heron's family.

13.2 Dreamscheme NI – 20<sup>th</sup> Anniversary  
Councillor M McKeever

At the request of Councillor M McKeever, The Right Worshipful the Mayor agreed to write to Dreamscheme NI to congratulate them on reaching their 20<sup>th</sup> anniversary and to thank the staff and volunteers at Dreamscheme NI for all their good work with young people in the community. The Right Worshipful the Mayor also undertook to host a reception for Dreamscheme NI to mark their 20<sup>th</sup> anniversary.

13.3 Lisburn Half Marathon, 10K and Fun Run 2024  
Councillor T Mitchell

Councillor T Mitchell put on record his congratulations to all the Officers and staff for their efforts in this year's Lisburn Half Marathon and Fun Run which he stated had been a fantastic evening.

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13.4 Passing of Mr Joe Heron, Coca-Cola HBC (Cont'd)  
Councillor A Gowan

Councillor A Gowan addressed the Council on the sudden passing of Mr Joe Heron and stated that during his Term of Office as Mayor he had had the privilege of being in Joe's company along with the Chief Executive on a number of occasions. He described Joe as a true gentleman and someone who was a true champion for Coca-Cola's Lisburn site and for investment in the Lisburn & Castlereagh Council area. Joe also had been a keen supporter of his Mayoral Charity and he had been in attendance at his Mayoral charity dinner at Larchfield Estate earlier in the year, Coca-Cola having been one of the event sponsors. Councillor Gowan expressed his shock on hearing this very sad news earlier that day. He stated that it was very sad too for the management and staff at Coca-Cola. He supported Alderman Ewart's request that a letter of condolence be sent to Mr Heron's family.

13.5 Confidential Business  
Councillor G Hynds

Councillor G Hynds wished to raise an issue in connection with one of the confidential reports on the agenda that evening which he was of the opinion should be considered outside of confidential business. Councillor Hynds stated that he wished to have his concerns recorded in relation to the process and the lack of transparency.

As this was a confidential matter The Right Worshipful the Mayor did not permit the matter to be discussed at this stage in the meeting and requested Councillor Hynds to take his seat.

Councillor Hynds made a number of further comments on his concerns and The Right Worshipful the Mayor again instructed Councillor Hynds to take his seat.

At this point Councillor Hynds stated that he wished to raise a point of order as he was not being provided the opportunity to express his opinion.

Councillor G Hynds then stated that he wished to raise another matter and proceeded to discuss the lack of transparency by this Council.

At this juncture Alderman A Grehan raised a point of order in that the Member was raising a matter that was due to be considered later in the meeting during Confidential business.

The Right Worshipful the Mayor, on two further occasions, requested the Member to take his seat.

Councillor P Catney, having indicated that he had a separate issue to raise, stated that he had sympathy with Councillor Hynds' concerns in connection with the amount of business being progressed through Confidential business.

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13.6 Passing of Tommie Gorman RTE Journalist  
Councillor P Catney

Councillor Catney informed the Council of the passing earlier that day of Mr Tommie Gorman, a former well known RTE journalist, Councillor Catney described Mr Gorman as having been a very fair and great journalist whom he had had the pleasure of meeting during his time as an MLA. He stated that Mr Gorman has visited the Lisburn & Castlereagh Council area many times.

It was agreed at the request of Councillor P Catney that a letter of condolence from the Mayor's Office be sent to Mr Gorman's family expressing the sympathy of this Council.

13.7 Confidential Business  
Councillor G Hynds

Councillor G Hynds indicated that he wished to put forward a proposal in connection with the extent of matters being brought through confidential business.

The Right Worshipful the Mayor, on two occasions, stated that Councillor Hynds was not following procedures and accordingly he would not permit him to put forward his proposal.

Alderman A Grehan intervened and stated that procedures were not being followed, and expressed concern that if the Member continued in that manner that the meeting should go "in Committee" as the matter related to confidential business.

At this point the Right Worshipful the Mayor brought in the Chief Executive.

The Chief Executive advised Councillor Hynds that if his issue related to confidential business he should wait until the Council was considering the confidential report in question and make his proposal. Following further exchange from the Member the Chief Executive drew the Council's attention to Standing Order 25.3 Member Not to be Heard Further which outlined that any Member can propose that a Member be not heard further and asked all Members to give consideration to that Standing Order.

14. Confidential Business

The Right Worshipful the Mayor advised that the undernoted Confidential items were confidential due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information). In addition item 14.3 was confidential due to (a) Information which is likely to reveal the identity of an individual and (b) 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

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It was proposed by Councillor M McKeever, seconded by Councillor C Kemp, and agreed that the Confidential Reports be considered "in Committee" in the absence of press or members of the public. The livestream was paused at this stage in proceedings (7.29 pm).

14.1 Requirement to enter into a Section 76 planning agreement for planning application LA05/2022/0947/F

It was proposed by Councillor D Bassett, seconded by Alderman O Gawith, and agreed that approval be granted to the signing and sealing of the above Agreement by the Mayor and Chief Executive.

Councillor P Catney left the meeting at 7.28 pm.

14.2 Review of Adjudication Hearing Decision

Councillor G Hynds left the meeting at 7.29 pm and returned at 7.31 pm. Councillor P Catney also returned at 7.31 pm.

It was proposed by Councillor N Trimble, seconded by Councillor D Bassett, and agreed that the Council adopts the actions outlined in the paper that had been appended to the Chief Executive's report on the review of an Adjudication Hearing Decision.

14.3 Lessons Learned

At the outset it was noted that there were no conflicts of interests arising for any Member of Council in connection with the above matter.

The Chief Executive responded to questions from two Members on issues arising from the appended action plan following which number of comments were raised by other Members.

14.3 Lessons Learned (Cont'd)

It was proposed by Councillor C Kemp, seconded by Alderman J Baird, and agreed that:

- a) the Council adopts the action plan, noting the actions progressed and those which are yet to be completed, and
- b) a future update will be provided to the Corporate Services Committee in December 2024.

Resumption of Normal Business

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

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

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There being no further business for consideration, the meeting was terminated at 7.42 pm.

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Mayor

DRAFT

(S) G&amp;AC 27.06.2024

14

**LISBURN & CASTLEREAGH CITY COUNCIL****Minutes of Special Meeting of the Governance and Audit Committee held in the Council Chamber, Island Civic Centre, The Island, Lisburn on Thursday, 27<sup>th</sup> June 2024 at 6.00 pm.****PRESENT:**

Alderman S P Porter (Chair)

Mr E Jardine (Independent Member and Vice-Chair)

Alderman O Gawith

Councillors D Bassett, P Burke, S Burns, N Eaton,  
A P Ewing and M McKeever**IN ATTENDANCE:**Chief Executive  
Director of Organisation Development & Innovation  
Director of Finance & Corporate Services  
Head of Finance  
Internal Auditor  
Member Services Officers (RN & EW)**In Remote Location**Mr R Ross, Northern Ireland Audit Office  
Mr B Stewart, RBCA Chartered Accountants**Commencement of the Meeting**

The Chair, Alderman S P Porter, welcomed all present to the meeting, including the officials from the Northern Ireland Audit Office and RBCA Chartered Accountants. The Chair pointed out that, unless the item on the agenda was considered under confidential business, the meeting would be audio recorded.

The Chair asked that mobile phones be put on silent or switched off for the duration of the meeting. The Director of Organisation Development & Innovation outlined the evacuation procedures in the case of an emergency.

Councillor P Burke entered the Chamber during the announcement in regard to the evacuation procedures. (6.02 pm)

**1. Apologies**

It was agreed to accept apologies for non-attendance at the meeting on behalf of The Right Worshipful the Mayor, Councillor K Dickson; Councillors D J Craig, A Givan, S Lowry, P Kennedy and A Martin; and the Internal Audit Manager.

## 2. Declarations of Interest

There were no declarations of interest.

## 3. Confidential Business

The item of business 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 M McKeever, and agreed that the following matter be considered “in Committee”, in the absence of members of the press and public being present.

#### 3.1 Draft Statement of Accounts for the Year Ending 31 March 2024 (Report will never become available but Final Certified Accounts will be published)

Presented by Head of Finance who also responded to a number of questions.

In addition to the narrative report of the Head of Finance, Members had been provided with a copy of the Draft Statement of Accounts for the Year Ending 31 March 2024, which included the Governance Statement.

It was proposed by Alderman O Gawith, seconded by Councillor A P Ewing and agreed that the Draft Statement of Accounts be approved and - in line with the authority delegated to the Committee by the Council in December 2023 – be submitted to the Northern Ireland Audit Office by the 30<sup>th</sup> June 2024.

On behalf of the Committee, the Chair, Alderman S P Porter, thanked Officers for their work in preparing the Draft Statement of Accounts.

### Resumption of Normal Business

It was proposed by Alderman O Gawith, seconded by Councillor A P Ewing and agreed to come “out of Committee” and normal business was resumed.

There being no further business, the Special Meeting concluded at 6.11 pm.

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Mayor/Chair

PC 03.06.2024

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**LISBURN & CASTLEREAGH CITY COUNCIL****Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Monday, 3 June, 2024 at 10.00 am****PRESENT IN CHAMBER:**

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

**IN ATTENDANCE:**

Director of Regeneration and Growth  
 Head of Planning & Capital Development  
 Principal Planning Officer (RH)  
 Senior Planning Officer (MB)  
 Senior Planning Officer (PMcF)  
 Senior Planning Officer (GM)  
 Member Services Officers (CR and BS)

Mr B Martyn (Cleaver Fulton Rankin) – Legal Advisor

**Commencement of Meeting**

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

**1. Apologies**

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

At this point, the Member Services Officer read out the names of the Elected Members and Officers in attendance at the meeting.

**2. Declarations of Interest**

There were no declarations of interest made at this point in the meeting.

During the meeting, Councillor D J Craig declared an interest in item 4.5 'Standard Advice from NIFRS for Planning Applications which include Battery Energy Storage Systems (BESS)', given that he was a member of the Board of the Northern Ireland Fire & Rescue Service.

### 3. Minutes of Meeting of Planning Committee held on 13 May, 2024

It was proposed by Councillor D Bassett, seconded by Councillor P Catney and agreed that the minutes of the meeting of Committee held on 13 May, 2024 be confirmed and signed.

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

#### 4.1 Schedule of Applications

The Chair, Alderman M Gregg, advised that there were 1 major and 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) LA05/2020/0519/F – Construction of a petrol filling station with associated retail unit, 1 drive thru coffee pod, 1 drive thru restaurant and 1 drive thru automated car wash along with associated self-service car wash and vacuum bays, car and HGV parking, access, internal roads, servicing, public road works, general site works, drainage, landscaping on lands at 225 Hillsborough Road, Sprucefield, Hillsborough

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

The Committee received Ms L Shannon, accompanied by Mr D Diamond, to speak in support of the application and a number of Members' queries were responded to.

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

#### Debate

During debate:

- Councillor D J Craig stated that, having listened to the discussion, he was genuinely concerned about the impact this development could have on traffic at peak hours. Outside of that, he found it incredibly difficult to disagree with the Planning Officer's recommendation, especially given that there was originally a petrol filling station on the opposite side of the road. Councillor Craig was disappointed that there were only plans currently to provide two electric vehicle charging points, but welcomed that there was an opportunity to expand that provision in the future. He stated that he was in support of the recommendation of the Planning Officer to approve planning permission;

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- (i) LA05/2020/0519/F – Construction of a petrol filling station with associated retail unit, 1 drive thru coffee pod, 1 drive thru restaurant and 1 drive thru automated car wash along with associated self-service car wash and vacuum bays, car and HGV parking, access, internal roads, servicing, public road works, general site works, drainage, landscaping on lands at 225 Hillsborough Road, Sprucefield, Hillsborough (Contd)
- Councillor N Trimble expressed concern regarding access arrangements, given that there was such a short stretch of road between the two roundabouts. He considered there was a possibility for a better access solution, perhaps coming out onto the roundabout itself. He commented that the proposed access only accommodated traffic travelling from the direction of Lisburn. Councillor Trimble acknowledged that a CLUD established the use of a larger application, but felt it was relevant to know the amount of vehicle trips made currently compared to what was proposed. Whilst he was in agreement with every other aspect of the application, he had concerns regarding the access arrangements as they were proposed and was not in support of the recommendation of the Planning Officer to approve planning permission;
  - Alderman O Gawith reiterated that the main concern for Members was traffic. At peak times, getting access into the proposed development may be easy enough, but exiting it may be less so. However, he was less concerned as the distance between the two roundabouts was so short and, although drivers would be trying to accelerate, he assumed there would be a degree of common sense on the part of drivers with a new arrangement in place. Alderman Gawith was disappointed not to have heard more about green measures and futureproofing, but the proposal was a better use of the site than what was there at present. He was in support of the recommendation of the Planning Officer to approve planning permission but hoped that DfI Roads would take on board the concerns raised;
  - Councillor P Catney, in response to comments by Councillor N Trimble, stated that this filling station was for traffic leaving Lisburn; there was already a filling station at Sainsburys for traffic travelling in the opposite direction. Whilst he too had reservations regarding traffic, he stated that he was in support of the recommendation of the Planning Officer to approve planning permission;
  - Councillor U Mackin stated that, by virtue of the CLUD that was in place, he did not have much choice regarding this application, which was disappointing as he had serious reservations about the exiting of traffic on to the A1, but did not feel there was sufficient weight in that argument versus the CLUD. Reluctantly, Councillor Mackin was in support of the recommendation of the Planning Officer to approve planning permission;
  - Councillor A Martin stated that, based on TRA2, he was not in support of the recommendation of the Planning Officer to approve planning permission. He believed that this development would prejudice road safety and significantly inconvenience the flow of traffic in an area which was already very dangerous. Councillor Martin suggested that DfI Roads look at this matter with a view to having traffic exiting onto the roundabout; and
  - the Chair, Alderman M Gregg, stated that he had concerns with deceleration and acceleration into and out of the site and welcomed the filter lane into the site. He had reservations about egress from the site.

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- (i) LA05/2020/0519/F – Construction of a petrol filling station with associated retail unit, 1 drive thru coffee pod, 1 drive thru restaurant and 1 drive thru automated car wash along with associated self-service car wash and vacuum bays, car and HGV parking, access, internal roads, servicing, public road works, general site works, drainage, landscaping on lands at 225 Hillsborough Road, Sprucefield, Hillsborough (Contd)

However, he did not see scope for an exit anywhere else on the site because of the bypass lane on the roundabout. This was the only solution he could see for entrance and exit, albeit he had some reservations. Alderman Gregg did not envisage rush hour being a problem as traffic did not flow that freely at that time. DfI Roads had decided that there was safe egress from the site. Mention had been made of TRICS data and, with the extant approval on the site, the Chair did not see how this site was going to have less traffic than if the retail element had been approved. Alderman Gregg stated that that the proposed development was an improvement to what was currently at the site and was in support of the recommendation of the Planning Officer to approve planning permission.

#### Vote

In favour: Councillor D Bassett, Councillor S Burns, Councillor P Catney, Councillor D J Craig, Alderman O Gawith, Councillor U Mackin, Alderman J Tinsley and the Chairman, Alderman M Gregg **(8)**

Against: Councillor A Martin and Councillor N Trimble **(2)**

#### Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for a comfort break (11.20 am).

#### Resumption of Meeting

The meeting was resumed at 11.27 am.

- (ii) LA05/2021/1007/F – Residential development consisting of 3 detached dwellings, 2 semi-detached dwellings and 8 apartments in 2 blocks with associated site work including sewerage treatment plant and 2 new accesses onto Comber Road on land to rear of 7-23 Ferndene Park, Dundonald

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

The Committee received Ms U Somerville, accompanied by Mr R Young, to speak in support of the application and a number of Members' queries were responded to.

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

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- (ii) LA05/2021/1007/F – Residential development consisting of 3 detached dwellings, 2 semi-detached dwellings and 8 apartments in 2 blocks with associated site work including sewerage treatment plant and 2 new accesses onto Comber Road on land to rear of 7-23 Ferndene Park, Dundonald (Contd)

During discussion, Members were advised by the speakers that negotiations had been ongoing with NI Water and it was understood that confirmation would be forthcoming that an alternative solution was available that would negate the need for an on-site waste water treatment plant. The Head of Planning & Capital Development stated that, should planning permission be granted, a negative condition could be applied requiring that no development be commenced until a suitable engineering solution had been agreed with the Council. Should this not be forthcoming, the fall-back position would be the provision of the waste water treatment plant at the site.

### Debate

During debate:

- Alderman O Gawith stated that he had found the site visit for this application particularly useful; it had allayed his concerns and he could see no reason not to proceed. He appreciated there were some concerns regarding sewerage, but it had been mentioned during discussion that there was a viable solution to deal with that. Alderman Gawith was in support of the recommendation of the Planning Officer to approve planning permission;
- Councillor S Burns stated that her main concern was in relation to waste water. If the application was approved she would wish a negative condition to be applied that required no development to commence until this was addressed. This was a piece of land that had never been developed and the Comber Road was an extremely busy road, but the application met with the requirements of DfI Roads;
- Councillor N Trimble expressed concerns in relation to overlooking from apartments 8-11 to the property at 272 Comber Road. The separation distance was shorter than what was detailed as the minimum. He considered it would be hugely impactful onto that property which had a side garden that was its main amenity space. Councillor Trimble considered there would be an impact of overlooking and loss of amenity and was not in support of the recommendation of the Planning Officer to approve planning permission;
- Alderman J Tinsley, having listened to the discussion and, given that there was a solution to the waste water concerns, stated that he was in support of the recommendation of the Planning Officer to approve planning permission; and
- the Chair, Alderman M Gregg, stated that he was concerned that the waste water treatment plant was included in the application, but Environmental Health Officers seemed to be of the opinion that it was connecting to the main sewerage system. A potential solution had yet to be agreed with NI Water. He agreed with Councillor S Burns that, should this application be granted planning permission, a negative condition required to be applied, as

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- (ii) LA05/2021/1007/F – Residential development consisting of 3 detached dwellings, 2 semi-detached dwellings and 8 apartments in 2 blocks with associated site work including sewerage treatment plant and 2 new accesses onto Comber Road on land to rear of 7-23 Ferndene Park, Dundonald (Contd)

outlined earlier. Sewerage across Lisburn and Castlereagh was at capacity and Alderman Gregg considered that this application coming forward without an agreement in place with NI Water was perhaps a little premature. He had concerns also regarding the placement of the waste water treatment plant, with the proximity to existing dwellings being 10 metres. He could not recall any previous application whereby waste water treatment works would impact on existing dwellings. Alderman Gregg's main concern was regarding the scale and massing of the apartment blocks and their close proximity to the road. He considered this was not in keeping with the context of the local environment. These were buildings of approximately 23 metres in height which were within 5 metres off the road. If the apartments were of a similar scale but were set back further from the road, he would have no objections in terms of scale and massing. Alderman Gregg did not consider the application met with policy HOU3 and was not in support of the recommendation of the Planning Officer to approve planning permission.

#### Vote

- In favour: Councillor D Bassett, Councillor S Burns, Councillor P Catney, Alderman O Gawith, Councillor A Martin and Alderman J Tinsley **(6)**
- Against: Councillor D J Craig, Councillor U Mackin, Councillor N Trimble and the Chair, Alderman M Gregg **(4)**

It was noted the approval of planning permission was subject to a negative condition being applied requiring that no development be commenced until a suitable engineering solution in respect of waste water treatment had been agreed with the Council.

- (iii) LA05/2022/0612/F – Erection of 26 dwellings (revision to layout and house types previously approved under Y/2009/0303/RM) on lands 129 metres north of 32 Millmount Village Crescent and approximately 146 metres NNW of 9 Millmount Village Drive, Dundonald

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

The Committee received Mr S McKee to speak in support of the application and a number of Members' queries were responded to.

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

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- (iii) LA05/2022/0612/F – Erection of 26 dwellings (revision to layout and house types previously approved under Y/2009/0303/RM) on lands 129 metres north of 32 Millmount Village Crescent and approximately 146 metres NNW of 9 Millmount Village Drive, Dundonald (Contd)

During discussion, concerns were raised that conditions applied to previous planning permissions for wider development in the above area had not been adhered to, in that traffic signalisation had not been implemented by a certain stage yet development had continued beyond that threshold. The traffic work had not been carried out as DfI Roads had not issued the necessary licences. It was noted that a contractor was waiting in abeyance to do the works once the licences were granted.

Mention was made of the possibility of applying a negative condition to planning permission, should it be granted for this application, to require that no development be commenced until the traffic signalisation that was required through conditions on previous planning permission for the wider site was carried out. It was agreed to go 'into committee' in order that legal advice could be sought on this matter.

#### "In Committee"

It was proposed by Councillor U Mackin, seconded by Alderman O Gawith and agreed to go 'into committee' to consider this matter. Those members of the public in attendance left the meeting (12.55 pm).

Legal advice was provided by the Legal Advisor and a number of queries were responded to by Officers.

#### Resumption of Normal Business

It was proposed by Councillor D Bassett, seconded by Councillor N Trimble and agreed to come out of committee and normal business was resumed (1.30 pm).

Following discussion, it was proposed by the Chair, Alderman M Gregg, and seconded by Councillor D Bassett that this application be deferred to seek further information in respect of (a) linkages between this application and the previous permissions; (b) linkages around the conditions of the previous permissions regarding signalisation; and (c) the impact of this application on previous applications and their delivery. Alderman J Tinsley and Councillor P Catney stated their dissent from this decision.

This proposal was agreed on a vote being taken, the voting being as follows:

In favour: Councillor D Bassett, Councillor S Burns, Councillor D J Craig, Alderman O Gawith, Councillor U Mackin, Councillor A Martin, Councillor N Trimble and the Chair, Alderman M Gregg **(8)**

Against: Councillor P Catney and Alderman J Tinsley **(2)**

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### Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned for lunch at this point (1.35 pm).

### Resumption of Meeting

The meeting was resumed at 2.06 pm.

Alderman J Tinsley did not return to the meeting at this point.

- (iv) LA05/2023/0598/F – Proposed erection of 14 dwellings, landscaping and access works (change of house type to plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 on lands to the southeast of Meadowvale Road and south of Alveston Drive and Killynure Green, Carryduff

Alderman J Tinsley returned to the meeting during consideration of this item of business (2.36 pm).

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

The Committee received Mr D Broderick, who did not make a formal presentation but responded to a number of Members' queries.

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

During discussion, the Chair, Alderman M Gregg, referred to allowances made for NI Water to discharge sewage into waterways or coastlines without being treated during flooding conditions. To inform the Committee's consideration of future applications, the Head of Planning & Capital Development agreed to write to NI Water to ascertain if the same discharge requirements extended to private waste water treatment works.

### Debate

During debate:

- Councillor U Mackin stated that this application was contrary to policy FLD3 due the network capacity issue. Mention had been made about a possible agreement being arrived at, but when the previous application had been approved some 3 years ago, no agreement had been reached. Councillor Mackin had little confidence that this would be arrived at in the coming years and would prefer the application to be deferred until agreement was reached; and
- Councillor D Bassett voiced concern regarding plant machinery using the entrance to the development. He stated the potential that could arise for accidents involving young children and referred to there being a bus stop close to the entrance of the development and a shopping centre opposite. He was not currently in support of the application, but would be if the issues relating to NI Water were addressed and an agreement that there would be a separate site entrance for plant machinery.

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- (iv) LA05/2023/0598/F – Proposed erection of 14 dwellings, landscaping and access works (change of house type to plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 on lands to the southeast of Meadowvale Road and south of Alveston Drive and Killynure Green, Carryduff (Contd)

It was proposed by Councillor U Mackin and seconded by Councillor D Bassett that this application be deferred (a) to allow for further information to be received in respect of connection to the NI Water sewerage system and water supply; and (b) for further negotiations with the developer to understand whether a separate entrance would be identified for use by plant and machinery for the construction phase of the project.

This proposal was agreed on a vote being taken, the voting being as follows:

In favour: Councillor D Bassett, Councillor S Burns, Councillor D J Craig, Alderman O Gawith, Councillor U Mackin, Councillor A Martin, Councillor N Trimble and the Chair, Alderman M Gregg **(8)**

Abstain: Councillor P Catney **(1)**

Alderman J Tinsley did not participate in the vote as he had not present for the entire consideration of the application.

- (v) LA05/2021/1219/F – Replacement of two terraced dwellings with two duplex apartments and four one-bed apartments in a 1.5 block in the rear gardens of 15-17 Wilson Street, Lisburn

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

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

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

### Debate

During debate:

- Councillor D J Craig stated that he deemed this application to be overdevelopment of the site. Compared to the rest of the area, this would be the only development where residents in these properties would have practically no amenity space. Relying on public areas for amenity space was not acceptable. Given that he did not consider this application to be in keeping with the character of the area, Councillor Craig was not in support of the recommendation of the Planning Officer to grant planning permission.

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

Against: Councillor D J Craig and Councillor U Mackin **(2)**

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### Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for a comfort break (3.33 pm).

### Resumption of Meeting

The meeting was resumed at 3.43 pm.

- (vi) LA05/2023/0174/O – Proposed new dwelling with garage/storage on a farm on lands approximately 255 metres north west of 57 Magheradartin Road and 270 metres east south east of 39 Magheradartin Road

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

The Committee received Mr I Armstrong to speak in support of the application and a number of Members' queries were responded to.

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

It was proposed by Alderman O Gawith, seconded by Councillor D J Craig and agreed that this application be deferred to allow for a site visit to take place.

- (vii) LA05/2022/0236/O – Proposed demolition of existing derelict dwelling and erection of replacement dwelling with associated works on lands 120 metres south west of 80 Redhill Road, Dromore

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

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

There were no questions put to Planning Officers.

### Debate

During debate:

- Alderman O Gawith stated that he was in support of the recommendation of the Planning Officer to refuse planning permission; and
- Councillor U Mackin stated that he saw no evidence of there having been any household occupancy in the building and he was in support of the recommendation of the Planning Officer to refuse planning permission.

### Vote

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

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#### 4.2 Statutory Performance Indicators – April 2024

It was proposed by Councillor D Bassett, seconded by Councillor P Catney and agreed that information relating to Statutory Performance Indicators for April 2024 be noted.

#### 4.3 Update Report in relation to Older Applications

It was proposed by Councillor D Bassett, seconded by Alderman O Gawith and agreed that the update report in relation to older applications be noted.

#### 4.4 Pre-Application Notice (PAN) – Amendment to Y/2009/0160/F incorporating a reconfigured layout and housing types, provision of affordable housing, bus gate (providing bus only access to and from Baronscourt Road), public open space and landscaping with vehicular access via Baronscourt Road

It was proposed by Councillor D J Craig, seconded by Councillor D Bassett and agreed that the content of the Pre-Application Notice be noted and that it be submitted in accordance with the relevant section of the legislation and related guidance.

#### 4.5 Standard Advice from NIFRS for Planning Applications which include Battery Energy Storage Systems (BESS)

It was proposed by Alderman O Gawith, seconded by Councillor N Trimble and agreed to note the content of advice from the NIFRS and the approach to the consultation on 'Grid-scale' applications.

At the request of Councillor D J Craig, the Head of Planning & Capital Development agreed to right to NIFRS to ascertain if this advice applied to batteries other than the lithium-ion batteries referred to.

At this stage, the Director Regeneration and Growth advised that he had to leave the meeting early and requested that he raise two verbal matters, as follows:

- Given that this was the last meeting of the Planning Committee before the Annual Meeting of Council, the Director thanked the Chair and Committee Members for their support during the year. In response, the Chair, Alderman M Gregg, offered this thanks to Officers, the Vice-Chair and Members for their support during what had been a momentous year, with the adoption of the new Local Development Plan. The Vice-Chair, Councillor U Mackin, also paid tribute to Alderman Gregg for his chairmanship and stated that it had been a pleasure to work with him;
- The Director advised Members that a workshop would take place during June in respect of developing an Improvement Plan.

#### 4.6 Letter to Chief Executive in relation to Increased Planning Fees

It was proposed by Councillor A Martin, seconded by Councillor D Bassett and agreed to note the detail of the planned uplift in planning fees.

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

It was proposed by Councillor D Bassett, seconded by Councillor P Catney and agreed to note from the report, information regarding notification by a telecommunication operator to utilise Permitted Development Rights at a location in the Council area.

Alderman J Tinsley referred to a request made at a previous meeting that a letter be sent to Openreach to request if contact had been made with Dundrod Motorcycle Club to ascertain if the two locations in Dundrod where fixed line broadband apparatus was to be installed were part of the Ulster Grand Prix race circuit. The Head of Planning & Capital Development agreed to provide Alderman Tinsley with an update on this matter.

#### 4.8 Local Development Plan 2032 Revised Timetable

It was proposed by Councillor P Catney, seconded by Alderman O Gawith and agreed to note that, following DfI's agreement, a notice had been placed in the local press advising of the revision to the timetable and that it was available to view, either in person at Lagan Valley Island or on the Council's website.

### 5. Any Other Business

#### 5.1 Clarification on Timeline for Major Application Associated with LA05/2024/0252/PAN

The Head of Planning & Capital Development advised that a report on the above Pre-Application Notice had been presented to the Planning Committee in May 2024 and the report had stated that the earliest possible date for submission of a planning application was 22 July, 2024. This was an error and the earliest date for submission of a planning application was 16 June, 2024.

#### 5.2 Judicial Proceedings for Planning Application at Magheraconluce Road

Members noted an update from the Legal Advisor in respect of the outcome of judicial proceedings for a planning application at Magheraconluce Road that had recently concluded. He agreed to provide a copy of the judgement to the Head of Planning & Capital Development for circulation to Members of the Committee.

### Conclusion of the Meeting

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

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There being no further business, the meeting was terminated at 4.46 pm.

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Chair/Mayor

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**LISBURN & CASTLEREAGH CITY COUNCIL****Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Monday, 1 July, 2024 at 10.00 am****PRESENT IN CHAMBER:**

Alderman M Gregg (Chair)

Councillor U Mackin (Vice-Chair)

Aldermen O Gawith and J Tinsley

Councillors S Burns, P Catney and G Thompson

**IN ATTENDANCE:**

Director of Regeneration and Growth  
 Head of Planning & Capital Development  
 Principal Planning Officer (RH)  
 Senior Planning Officer (MB)  
 Senior Planning Officer (PMcF)  
 Senior Planning Officer (GM)  
 Member Services Officers (CR and RN)

Mr B Martyn (Cleaver Fulton Rankin) – Legal Advisor

**Commencement of Meeting**

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

**1. Apologies**

It was agreed to accept an apology for non-attendance at the meeting on behalf of Councillors D Bassett, D J Craig and A Martin.

**2. Declarations of Interest**

Councillor U Mackin declared an interest in planning application LA05/2024/0263/F, given that a family member was involved by way of objection. Councillor Mackin had not been involved in any way but stated that he would leave the meeting, in the interests of transparency.

The Chair, Alderman M Gregg, stated that, by virtue of being Members of Council, all Members of the Planning Committee would have an interest in planning application LA05/2022/0625/F. However, the dispensation under paragraph 6.6 of the Code of Conduct applied and Members were permitted to speak and vote on the application.

### 3. Minutes of Meeting of Planning Committee held on 3 June, 2024

It was proposed by Alderman J Tinsley, seconded by Alderman O Gawith and agreed that the minutes of the meeting of Committee held on 3 June, 2024 be confirmed and signed.

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

#### 4.1 Schedule of Applications

The Chair, Alderman M Gregg, 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) LA05/2022/0612/F – Erection of 26 dwellings (revision to layout and house types previously approved under Y/2009/0303/RM) landscaping and all other associated site works at lands approximately 129 metres north of 32 Millmount Village Crescent and approximately 146 metres NNW of 9 Millmount Village Drive, Dundonald

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

The Committee received Mr G Dodds to speak in support of the application and a number of Members' queries were responded to.

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

#### Debate

During debate:

- Councillor S Burns welcomed the update in relation to the forthcoming commencement of works at the Millmount Road/Comber Road junction and hoped that the work at the Old Mill Road/Upper Newtownards Road junction would follow shortly; and
- the Chair, Alderman M Gregg, raised concerns in respect of a number of thresholds and conditions applied to previous planning permissions for wider development in the area not having been met, such as (a) 60 houses to be built before the link road was opened, but that had been missed with the link road only having opened in December 2022; (b) provision of a play park when 60 houses had been built, but that still had not been delivered; (c) signalisation at the Millmount Road/Comber Road junction when 168 houses had been built, but those works had not yet taken place; and (d) signalisation of Old Mill Road/Upper Newtownards Road when 218 houses had been built.

- (i) LA05/2022/0612/F – Erection of 26 dwellings (revision to layout and house types previously approved under Y/2009/0303/RM) landscaping and all other associated site works at lands approximately 129 metres north of 32 Millmount Village Crescent and approximately 146 metres NNW of 9 Millmount Village Drive, Dundonald (Contd)

Alderman Gregg stated that there were 400 houses now built and occupied. He welcomed the fact that a number of accesses had been opened up into the main development to ease traffic flow. He also welcomed the fact that agreement had been reached with DfI Roads to provide the traffic lights at Millmount Road/Comber Road junction, which was long overdue. The fallback position had been mentioned at last month's Planning Committee meeting which was the overall permission which also had a threshold for 400 houses for agreement of the traffic lights. Even with the fallback position, Alderman Gregg considered that the Committee could have imposed a condition on the developer to force the provision of the lights. He believes that without the open enforcement action from the Council to put pressure on the developer, the lights would not be provided. Alderman Gregg stated that he welcomed the affordable housing element of the application. He was content to support the recommendation of the Planning Officer to approve planning permission but stated that he wished developers would be more proactive in meeting conditions and that enforcement was more active in holding developers to account to meet conditions.

#### Vote

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

- (ii) LA05/2023/0598/F – Proposed erection of 14 dwellings, landscaping and access works (change of house type to plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 of planning reference LA05/2019/0705/F) at plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 on lands to the southeast of Meadowvale Road and south of Alveston Drive and Killynure Green, Carryduff

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

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

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

During discussion, the Chair, Alderman M Gregg, stated that the report referred to an informative being added to the application highlighting the use of the construction access in the related planning permission for temporary access. He asked if his could be applied as a condition. The Head of Planning & Capital Development advised that this matter should be addressed by inclusion in the Section 76 Agreement Rather than by planning condition.

Debate

During debate:

- Councillor U Mackin stated that the water treatment plant was a huge issue. He referred to the Head of Planning & Capital Development having stated that, had the original application for 110 dwellings been before the Committee now, the recommendation may have been different. Councillor Mackin expressed concern in relation to private package treatment plants and referred to difficulties in the past with a number of those within the Council area where ultimate liability had fallen with the occupiers of the dwellings. The Council had been able to work up a scheme to enable residents to get the funds together to do what was required and in another case, the matter was dealt with through a bond that the developer placed with NI Water. Councillor Mackin referred to conditions 12 and 13 relating to the commencement of development and occupation of the development. On the basis of failure to provide adequate water treatment management, he was not in support of the recommendation of the Planning Officer to approve planning permission as he believed it was contrary to FLD3;
- the Chair, Alderman M Gregg, stated that it was a little heartening, but a little late, for NI Water and others to be catching up with concerns that Members of the Committee had raised a number of years ago. He recalled when this application had come before the Committee in the last Council term. There had been much discussion about the waste water treatment works and the fact that NI Water had accepted that as a solution but residents would have to pay for maintenance of that through a management company. Should waste water treatment works be a solution for a number of applications going forward, Alderman Gregg stated that consideration should be given to their location. They should perhaps be located at the interconnection point in the NI Water sewerage system so that if adoption of a connection became possible, it would be so much easier for NI Water to bring that connection in to upgraded works. He referred to the Head of Planning & Capital Development having stated that, had the original application for 110 dwellings been before the Committee now, the recommendation may have been different. As it was now, there was the fallback position of the current application that there was permission to build, albeit with a negative condition to provide the houses but not occupy any until the waste water treatment works were provided. Alderman Gregg would reluctantly support the recommendation of the Planning Officer to approve planning permission but would like Officers to learn from this and have discussions with NI Water. He would like NI Water to come to a future meeting of the Committee to outline their thoughts and how they wish to deal with such matters in the future; and
- Alderman O Gawith stated that he was heartened a little by the application of a negative condition. He did not believe any permission should be issued without sewerage arrangements firmly in place. By ensuring condition 13 was in place, should mean that there would not be a situation whereby additional houses were built and occupied that did not have a proper sewerage connection. Provided the negative condition was firmly in place, Alderman Gawith stated that he had no reason not to support the recommendation of the Planning Officer to approve planning permission.

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- (ii) LA05/2023/0598/F – Proposed erection of 14 dwellings, landscaping and access works (change of house type to plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 of planning reference LA05/2019/0705/F) at plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 on lands to the southeast of Meadowvale Road and south of Alveston Drive and Killynure Green, Carryduff (Contd)

#### Vote

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

Against: Councillor U Mackin **(1)**

It was agreed that the granting of planning approval would be subject to the Section 76 Agreement including an additional requirement for access to be taken through a temporary access for the duration of the construction phase of the proposed and would be provided before any construction work commenced on this development.

#### Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for a comfort break (11.36 am).

#### Resumption of Meeting

The meeting was resumed at 11.46 am.

- (iii) LA05/2023/0053/F – Retention of carport and raised decking at 8 Robbs Road, Dundonald

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

The Committee received Ms C Millar to speak in support of the application. There were no Members' queries put to Ms Millar.

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

#### Debate

During debate:

- Alderman O Gawith stated that the changes that had been proposed, such as black painting and using screened glass, were welcome; however, even with the shortening of the raised glass taking it much higher up, it struck him that the improvements being made did not render this more acceptable on planning grounds.

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(iii) LA05/2023/0053/F – Retention of carport and raised decking at 8 Robbs Road, Dundonald (Contd)

- He referred to the refusal reason given by the Planning Officer relating to policy HOU 7 and that the wider impact this proposal has on the character of the area were not addressed by the changes and stated that was in support of the recommendation to refuse planning permission.

Vote

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

(iv) LA05/2024/0263/F – Single storey rear extension at 57 Old Ballynahinch Road, Lisburn

Having declared an interest in this item of business, Councillor U Mackin left the meeting (12.07 pm).

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

The Committee received Mr B Maguire to speak in support of the application and a number of Members' queries were responded to.

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

Debate

During debate:

- Alderman O Gawith stated that objectors and applicants deserved to have their views heard. He did not consider the reason cited for call in carried much weight. Alderman Gawith was in support of the recommendation of the Planning Officer to approve planning permission; and
- the Chair, Alderman M Gregg, stated that the use of dark cladding was not inappropriate and he was content to support the recommendation of the Planning Officer to approve planning permission.

Vote

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

Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned for lunch at this point (12.31 pm).

### Resumption of Meeting

The meeting was resumed at 1.11 pm.

Councillor U Mackin returned to the meeting after lunch break.

- (v) LA05/2023/0174/O – Proposed new dwelling with garage/storage on a farm on land approximately 255 metres northwest of 57 Magheradartin Road and 270 metres east-south-east of 39 Magheradartin Road, Hillsborough

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

The Committee received Mr I Armstrong to speak in support of the application and a number of Members' queries were responded to.

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

### Debate

During debate:

- Alderman O Gawith stated that attending a site visit for this application had been useful. Having viewed the site and having heard that exceptions did not apply, he stated that he had no hesitation in supporting the recommendation of the Planning Officer to refuse planning permission.

### Vote

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

- (vi) LA05/2022/0625/F – Planning application for the change of use of a loading bay to a new parklet adjacent to Café Nosh, Belfast (retrospective) at Café Nosh, 64 Comber Road, Belfast

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

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

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

- (vi) LA05/2022/0625/F – Planning application for the change of use of a loading bay to a new parklet adjacent to Café Nosh, Belfast (retrospective) at Café Nosh, 64 Comber Road, Belfast (Contd)

#### Debate

During debate:

- the Chair, Alderman M Gregg, asked that consideration be given to the content of the nearby billboard, given that a dog fouling advertisement was displayed on the photograph provided in the presentation; and
- Councillor P Catney welcomed the provision of this parklet. He stated that it was a novel way to enhance those businesses in the area that were trying to increase footfall.

#### Vote

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

#### 4.2 Statutory Performance Indicators – May 2024

It was proposed by Councillor P Catney, seconded by Councillor G Thompson and agreed that information relating to Statutory Performance Indicators for May 2024 be noted.

Members also noted a verbal update from the Head of Planning & Capital Development in relation to issues associated with the processing of Section 76 Agreements for both major and local applications where social housing was a requirement. A protocol for dealing with the drafting of Section 76 Agreements was currently being developed, in consultation with the Legal Advisor, and this would be reported to the Planning Committee when finalised.

#### 4.3 Appeal Decision – LA05/2021/0894/O

It was proposed by Alderman O Gawith, seconded by Councillor S Burns and agreed to note the decision of the Planning Appeals Commission in respect of the above appeal and the learning arising from this appeal process.

#### 4.4 Appeal Decision – LA05/2021/1358/O

It was proposed by Councillor G Thompson, seconded by Councillor P Catney and agreed to note the decision of the Planning Appeals Commission in respect of the above appeal.

#### 4.5 Appeal Decision – LA05/2022/0195/F

It was proposed by Alderman J Tinsley, seconded by Alderman O Gawith and agreed to note the decision of the Planning Appeals Commission in respect of the above appeal.

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#### 4.6 Appeal Decision – LA05/2021/0387/F

It was proposed by Councillor G Thompson, seconded by Alderman O Gawith and agreed to note the decision of the Planning Appeals Commission in respect of the above appeal.

#### 4.7 Application Under Section 54 of The Planning Act (Northern Ireland) 2011 to Vary Condition 12 Relating to the Phasing of the Approved Scheme LA05/2022/0830/F

It was proposed by Councillor P Catney, seconded by Alderman O Gawith and agreed to note information in respect of the above Pre-Application Notice and that it be submitted in accordance with the relevant section of the legislation and related guidance.

#### 4.8 Holding Direction from Department in Relation to the Proposed Park and Ride Facility at Moira Train Station (LA05/2021/1245/F)

It was proposed by Councillor P Catney, seconded by Councillor G Thompson and agreed to note the content of correspondence from the Department for Infrastructure Strategic Planning Group and that Officers would now proceed to finalise and issue the decision.

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

It was proposed by Alderman J Tinsley, seconded by Alderman O Gawith and agreed to note from the report, information regarding notifications by a telecommunication operator to utilise Permitted Development Rights at locations in the Council area.

### 5. Any Other Business

#### 5.1 Attendance of NI Water Representatives at September Meeting

It was agreed that representatives of NI Water be invited to attend the September meeting of the Planning Committee in order to update Members on current constraints, as well as its policy regarding the discharge of sewage in exceptional cases.

#### 5.2 Refresher Training for Members

It was agreed that refresher training would be provided for Members in relation to the Protocol for the Operation of the Planning Committee.

#### 5.3 Date of Next Meeting

The Chair, Alderman M Gregg, advised that the next meeting of the Planning Committee would be held on Monday, 5 August.

Conclusion of the Meeting

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

There being no further business, the meeting was terminated at 2.19 pm.

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Chair/Mayor

<b>Committee:</b>	Council
<b>Date:</b>	27 August 2024
<b>Report from:</b>	Chief Executive

<b>Item for:</b>	Decision
<b>Subject:</b>	Council Remote/Hybrid Meetings

## 1.0 **Background**

- 1.1 During the COVID 19 pandemic, temporary provision was made under the Coronavirus Act 2020 (CVA) to permit Councils to hold meetings by remote or hybrid means during the Coronavirus emergency. Section 78 of the CVA contained the specific provisions which gave councils this flexibility. The expiry date of Section 78 was extended several of times up until 24 March 2024.
- 1.2 On 1 March 2024 the Department for Communities advised that following consideration by the Minister for Communities, it was concluded that, given the CVA was intended as emergency legislation, there was no justification for a further extension to this legislation.
- 1.3 Additionally, the Minister further advised that his Department would proceed in making new regulations which would enable Councils to hold remote/hybrid meetings.
- 1.4 Further to this, Council subsequently reverted to 'in person' meetings in March to ensure compliance with the relevant legislation.
- 1.5 On 24 June 2024, the Northern Ireland Assembly approved the Local Government (Remote Meetings) Regulations (Northern Ireland) 2024, which became operational on 25 June 2024.
- 1.6 The new Regulations (attached at **Appendix 1**) are similar to those which operated during the pandemic and can, if deemed appropriate, now be applied to all Council meetings.
- 1.7 The Council now has the opportunity to return to hybrid meeting arrangements on a permanent basis if desired.

## 2.0 **Key Issues**

- 2.1 The specific matters for consideration as set out within the Regulations are outlined below:
- (a) *The Council should specify the basis or process for considering whether (including who is to assess or decide whether) council meetings should or are to be held remotely.*
- (b) *The Council is required to govern the arrangements for and the conduct of such meetings whenever such meetings are held remotely.*

2.2	This means it is a matter for the Council to consider whether to adopt a hybrid model for any or all meetings.
3.0	<b>Recommendation and Rationale</b>
3.1	Up until March 2024 when the CVA expired, all Committee and Council meetings were successfully held using the hybrid model.
3.2	In April 2024, a Members' survey was conducted to ascertain views on the introduction of permanent regulations to permit remote/hybrid meetings:
3.3	<ul style="list-style-type: none"> <li>• 17 responses were received.</li> <li>• All respondents agreed that Councils should have the flexibility to hold meetings by remote/hybrid means.</li> <li>• 17.6% of those stated that: <ul style="list-style-type: none"> <li>○ Members should be physically present for Council and Committee meetings where possible.</li> <li>○ Remote attendance should only be permitted under extenuating circumstances.</li> <li>○ Meetings should not be routinely held using remote/hybrid means.</li> </ul> </li> <li>• 82.3% also stated that hybrid arrangements for meetings removed barriers for those with caring responsibilities, those with disabilities, conditions or illnesses, those living in rural communities and those who rely on public transport.</li> </ul>
3.4	Following a survey in June 2023, the Local Government Association (LGA) stated that 95% of Councils throughout the UK wanted the power to re-introduce virtual and hybrid technology for statutory Council meetings.
3.5	On the basis of the April 2024 survey of Elected Members, it is proposed that Standing Orders be amended to allow for remote attendance at all council, committee and sub-committee meetings.
4.0	Equality screening of this recommendation indicates minor positive impacts in relation to access for those with disabilities, dependents or caring responsibilities.
4.1	<p><b>Amendments to Standing Orders</b></p> <p>Any change to the Council's governance arrangements requires a change to Standing Orders. Standing Orders and the Remote Meetings Protocol have been updated to reflect this proposal and are subject to Member's approval. (Attached at <b>Appendix 2</b>).</p>
5.0	<p><b><u>Recommendation</u></b></p> <p>It is recommended that the Council agrees:</p> <ol style="list-style-type: none"> <li>1. That all Council and Committee meetings are open for Members to attend remotely or in person (hybrid model);</li> <li>2. In agreeing to the operation of hybrid meetings, agree to suspend Standing Order 27.2 to adopt amended Standing Orders incorporating the Remote Meetings Protocol (<b>Appendix 2</b>) to reflect the Local Government (Remote Meetings)</li> </ol>

	Regulations (Northern Ireland) 2024. (A qualified majority is required to suspend Standing Orders). This would enable hybrid meetings to resume from Wednesday 4 <sup>th</sup> September 2024.	
6.0	<b><u>Finance and Resource Implications</u></b>	
	The finance/resource implications are favourable to the Council in that hybrid meeting arrangements will ease pressure on the Members' catering and travel/subsistence budgets. All enabling technological solutions were implemented in response to the COVID pandemic.	
7.0	<b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b>	
7.1	Has an equality and good relations screening been carried out?	Yes
7.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out  The screening exercise confirmed that a full equality impact assessment is not required and that there are a number of minor positive impacts for a number of section 75 groups.	
7.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes
7.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.  The RNIA confirmed there are no negative impacts on rural needs and the outcome will have minor positive impact for those Members who live in a rural location.	

<b>Appendices:</b>	<b>Appendix 1</b> – Local Government (Remote Meetings) Regulations (Northern Ireland) 2024 <b>Appendix 2</b> – Amended Standing Order incorporating the Remote Meetings Protocol
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*Draft Regulation laid before the Assembly under section 2(5) of the Local Government (Meetings and Performance) Act (Northern Ireland) 2021, for approval.*

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DRAFT STATUTORY RULES OF NORTHERN  
IRELAND

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**2024 No.**

**LOCAL GOVERNMENT**

**The Local Government (Remote Meetings) Regulations  
(Northern Ireland) 2024**

*Made* - - - - *X Month 2024*

*Coming into operation* - *X Month 2024*

The Department for Communities (a) makes these Regulations in exercise of the powers conferred by section 2(1) to (4) of the Local Government (Meetings and Performance) Act (Northern Ireland) 2021(b).

**Citation, commencement and interpretation**

**1.**—(1) These Regulations may be cited as the Local Government (Remote Meetings) Regulations (Northern Ireland) 2024 and shall come into operation on X Month 2024.

(2) In these Regulations—

“the 2014 Act” means the Local Government Act (Northern Ireland) 2014(c);

“council” means a district council;

“council meeting” means a meeting of—

- (a) a council;
- (b) an executive of a council (within the meaning of Part 6 of the 2014 Act);
- (c) a joint committee of two or more councils; and
- (d) a committee or sub-committee of anything within subparagraphs (a), (b) or (c).

“remote access” means the ability to attend or participate in a meeting by electronic means, including by telephone conference, video conference, live webcasts, and live interactive streaming; and

“remote attendance” is to be construed in accordance with regulation 2(2) and (3).

---

(a) See section 1(7) of the Departments Act (Northern Ireland) 2016 (c.5 (N.I.)).

(b) 2021 c. 8 (N.I.).

(c) 2014 c. 8 (N.I.).

### Remote attendance

2.—(1) A reference in any enactment to a council meeting is not limited to a meeting of persons all of whom, or any of whom, are present in the same place and a reference to a “place” where a meeting is held, or to be held, includes reference to more than one place including electronic, digital or virtual locations such as internet locations, web addresses or conference call telephone numbers.

(2) In any enactment where there is a reference to a council meeting, a member of a council (“a member in remote attendance”) attends the meeting at any time if all of the conditions in paragraph (3) are satisfied.

(3) Those conditions are that the member in remote attendance is able at that time—

- (a) to hear, and where practicable see, and be so heard and, where practicable, be seen by, the other members in attendance;
- (b) to hear, and where practicable see, and be so heard and, where practicable, be seen by, any members of the public in attendance in order to exercise a right to speak at the meeting; and
- (c) to be so heard and, where practicable, be seen by any other members of the public in attendance.

(4) In this regulation, any reference to a member, or a member of the public, attending a meeting or being in attendance includes that person attending by remote access.

(5) A council must make standing orders governing remote attendance at meetings of that council, which shall—

- (a) specify the basis or process for considering whether (including who is to assess or decide whether) council meetings should or are to be held remotely;
- (b) govern the arrangements for and conduct of such meetings whenever such meetings are to be held remotely; and
- (c) regulate—
  - (i) the public’s access to such meetings, and
  - (ii) the availability to the public of documents pertaining to such meetings,

whenever such meetings are to be held remotely.

### Related modifications

3.—(1) In section 28(7) (overview and scrutiny committees: supplementary provision) and paragraph 9 of Schedule 5 to the 2014 Act, a reference to a person attending a meeting, or before a meeting, includes that person attending by remote access.

(2) Schedule 5 to the 2014 Act (meetings and proceedings) applies as follows—

- (a) any reference to being “present” at a meeting includes being present through remote attendance; and
- (b) in paragraph 5(1)(a) after “the offices of the council” insert “and on the council’s website”.

(3) In sections 39 (simple majority) and 40 (qualified majority) of the 2014 Act references to “members present and voting on the decision” includes a member being present through remote attendance.

Sealed with the Official Seal of the Department for Communities on X Month 202x.

### **EXPLANATORY NOTE**

*(This note is not part of the Regulations)*

These Regulations are made under section 2(1) to (4) of the Local Government (Meetings and Performance) Act (Northern Ireland) 2021. These Regulations make provision regarding the running of council meetings.

Regulation 1 sets out preliminary matters and defines terms used in these Regulations.

Regulation 2 makes provision for remote attendance at council meetings by members of the council and requires a council to make standing orders regarding the decision to hold a meeting remotely, the conduct of the meeting and access by the public.

Regulation 3 makes related modifications to the Local Government Act (Northern Ireland) 2014.

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# Standing Orders

Incorporating amendments under the Local Government (Remote Meetings) Regulations (Northern Ireland) 2024

**August 2024**

Administrative update incorporated in June 2023 to reflect amendments to the Committee Structure agreed at Council in March 2023

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## 1. Annual and Monthly Meetings

- (1) The Council shall every year hold an Annual General Meeting.
- (2) In every year that is not a local election year the Council shall hold an Annual Meeting during the first week of the month in June.
- (3) In any year which is a Local Government election year, the Annual Meeting shall be held within twenty-one days immediately following the election, at such time as the Council may fix at the offices of the Council or at such other place as the Department may direct.
- (4) A meeting of the Council for the transaction of general business of the Council shall, subject to any deviation which special circumstances may render desirable, be held on the Fourth Tuesday of every month at 19.00. Other meetings of the Council for the transaction of general business shall be held as the Council considers necessary.
- (5) Meetings of the Council shall not take place on a Public or Bank Holiday, or a Sunday. When the date of a meeting falls on one of these days, the meeting shall be held on the next following weekday instead or as soon as possible thereafter as determined by the Mayor in consultation with the Chief Executive.

## 2. Time and Place of Meetings

The Annual Meeting and other meetings of the Council shall be held in the Council Chamber or at the location specified in the summons to attend the meeting, except where otherwise fixed by statute or by special summons.

Under Regulation 2(1) of the Local Government (Remote Meetings) Regulations (Northern Ireland) 2024 (thereinafter referred to as the Regulations) a Council meeting is not limited to a meeting of persons, any of whom or all of whom, are present in the same place and any reference to a 'place' where the meeting is to be held. The Council Chamber includes reference to more than one place including electronic, digital or virtual locations such as internet locations, web addresses or conference call telephone numbers.

## 3. Convening Special Meetings

- (1) The Mayor of the council may call a meeting of the Council at any time.
- (2) The Mayor of the Council may call a meeting of the Council if a requisition for such a meeting, signed by five members or one-fifth of the whole number of Members, whichever is the greater, is presented to them; and, if they refuse to call a meeting on such a requisition or if, without so refusing, they do not call such a meeting within the period of seven days from the date of service of the requisition on them, any five Members or one-fifth of the whole number of Members, whichever is the greater, may on that refusal or on the expiration of that period forthwith call a meeting of the Council.

#### 4. **Notice and Summons of Meetings**

Five days at least before a meeting of the Council, a Committee or Sub Committee:

- (1) notice of the time and place of the intended meeting shall be published at the offices of the Council or on the Council's website. Where the meeting is called by Members, the notice shall be signed by them and shall specify the business proposed to be transacted thereat;
- (2) a summons to attend the meeting, specifying the business proposed to be transacted thereat and signed by the Clerk shall be left at, or sent by ordinary post to the usual place of residence of every Member or electronically to an agreed email address. Want of service of this summons shall not affect the validity of a meeting;
- (3) except in the case of business required by statute, or where in the opinion of the Mayor of the meeting the business should be considered by the meeting as a matter of urgency, no business shall be transacted at a meeting of the Council, a Committee or Sub-Committee other than that specified in the summons relating thereto.

#### 5. **Chair to be taken**

At each meeting of the Council, the Chair shall be taken at the time for which the meeting is convened, and business immediately proceeded with.

#### 6. **Chairperson of Meeting**

- (1) At a meeting of the Council, the Mayor of the Council, if present, shall preside.
- (2) If the Mayor of the Council is unable to attend a meeting of the Council, the Deputy Mayor of the Council, if present, shall preside.
- (3) If both the Mayor and Deputy Mayor are unable to attend a meeting of the Council, the nominating officer of the political party whose member is Mayor of the Council shall nominate a Member to preside in their absence.
- (4) If discussion arises on the allocation of the position of Mayor, the Clerk or Chief Officer shall exercise the powers of the Mayor to assist in the regulation of that discussion.
- (5) Any power of the Mayor of the Council in relation to the conduct of a meeting may be exercised by the person presiding at the meeting.

#### 7. **Quorum**

- (1) Subject to sub-paragraph 7.4, no business shall be transacted at a meeting of the Council unless at least one-quarter of the whole number of Members are present.

Under Regulation 3, reference to a Member being present, can refer to being present through remote attendance. A Member is in remote attendance if they are able:

- a) to hear, and where practicable see, and be so heard, and where practicable be seen by, the other members in attendance;
- b) to hear, and where practicable see, and be so heard and, where practicable, be seen by, any members of the public entitled to attend the meeting in order to exercise a right to speak at the meeting; and
- c) to be so heard and, where practicable, be seen by any other members of the public attending the meeting.

A Member in remote attendance will be deemed to have left the meeting where, at any point in time during the meeting, any of the conditions for remote attendance outlined above are not met. In such circumstances the Chairperson may, as deemed appropriate:

- (i) adjourn the meeting for a short period to permit the conditions for remote attendance of a Member contained in a, b and c above;
- (ii) count the number of Members in attendance for the purposes of the quorum; or
- (iii) continue to transact the remaining business of the meeting in the absence of the remote attendance.

- (2) If during a meeting, the person presiding, after the number of Members present is counted, declares that a meeting is inquorate and it is unlikely that there will be a quorum present within a reasonable time, shall declare the meeting adjourned.
- (3) Any uncompleted business on the agenda of a meeting adjourned under Standing Order 7(2) above, shall be tabled for discussion at the reconvened meeting. No business, other than the uncompleted business on the agenda of the meeting adjourned, may be discussed at the reconvened meeting.
- (4) Where more than one-quarter of the Members become disqualified at the same time then, until the number of Members in office is increased to not less than three-quarters of the whole number of Members, the quorum of the Council shall be determined by reference to the number of Members remaining qualified instead of by reference to the whole number of Members.

## 8. Admission to Meetings

- (1) ~~Subject to the provisions of this Standing Order, every meeting of the Council and Standing Committees shall be open to the public.~~  
As set out in the Local Government Act 2014 every meeting of the Council and its Standing Committees must be open to the public. The Council will meet this statutory obligation by providing a public gallery in the Council Chamber. In addition to this, the Monthly Council Meeting is livestreamed through the Council's website. A webcast recording of the Monthly Council Meeting along with audio recordings of all committee meetings are also published on the Council website.

- (2) The public and press may attend only in those parts of the Council Chamber or other location being used provided for their accommodation at meetings of the Council, unless specifically excluded in accordance with the provisions of Standing Order 10; or as required by the Council to comply with provisions in relation to Fire Safety and Health and Safety.
- (3) The admission of the public is upon the understanding that they must continue at all times to be seated, and that no expression of opinion or noise of any kind be allowed from them.
- (4) At all times during which a Meeting of the Council is open to the public, the Council shall, so far as is practicable, cause to be made available to duly accredited representatives of newspapers, attending for the purpose of reporting proceedings at the meeting, reasonable facilities for taking reports of these proceedings and, on payment by those representatives or their newspapers of any expenses which may be incurred, for transmitting such reports to their newspapers.
- (5) Taking photographs or recording of proceedings or the use of any other means by members of the public to enable persons not present to see or hear any proceedings (whether at that time or later) or making of any oral or digital report of any proceedings as they take place shall be prohibited unless expressly permitted by the Council.
- (6) The use of social media by Members of the Council, members of the public or journalists shall be permitted, during those proceedings that are open to the public, to the extent that its use does not disrupt proceedings.

## 9. **Record of Attendances at Meetings**

The names of the Members present at a meeting **including Members attending remotely**, together with those Members departing and entering the meeting of the Council and Committees shall be recorded by the attendance clerk and recorded to the minutes of the meeting.

## 10. **Exclusion of the Public**

- (1) The public shall be excluded from a meeting of the Council whenever it is likely that, during the transaction of an item of business, confidential information would be disclosed to them in breach of an obligation of confidence.
- (2) The Council may by resolution exclude the public from a meeting of the Council (whether during the whole or part of the proceedings at the meeting) for such special reasons as may be specified in the resolution being reasons arising from the nature of the business to be transacted or of the proceedings at the meeting.

- (3) The Presiding Mayor may at any time during the proceedings, if they think it necessary to secure order, direct the removal of any individual or group of individuals from the meeting or order the public to be excluded from the meeting.
- (4) The Council, having excluded the public, shall only consider the matter referred to it by the resolution. If it should be deemed necessary to consider any matter not included in the resolution, the public shall be re-admitted and the Mayor may ask leave of the Council to take up the consideration of such additional matters as may be deemed desirable.
- (5) The Council, having excluded the public, shall not have the power to adjourn its own sittings or to adjourn a debate to a future sitting. If the business referred to in the resolution is not transacted, the Council may be resumed and a member of the Council may move that the Council again exclude the public on a future day to deal with the business specified in the resolution which was not transacted.
- (6) If the Council, with the public excluded, has transacted part of the business referred to it, without being able to reach a decision on all the business so referred, a Member of the Council may, with leave of the Council, report on the progress to that point and ask the Council's permission to sit again.
- (7) When the Council, having transacted business with the public excluded, submits its report to the Council, a motion for its adoption shall then be moved and put. No questions or discussion shall be permitted on the report or the motion for its adoption.

## 11. Deputations

- (1) Deputations, from any source, shall only be admitted to address the Council provided the Clerk has received notice in writing no less than 10 days' notice prior to the date of the meeting, of the intended deputation and a statement of its objective.

Under Regulation 4, any persons delivering a deputation in order to exercise a right to speak at the meeting with the permission of the Council, is in remote attendance at any time if all three of the following conditions are satisfied, that the person or persons in remote attendance is able at that time:

- a) to hear, and where practicable see, and be so heard and, where practicable, be seen by, Members in remote attendance;
- b) to hear, and where practicable see, and be so heard and, where practicable, be seen by, any other members of the public entitled to attend the meeting in order to exercise a right to speak at the meeting; and
- c) to be so heard and, where practicable, be seen by any other members of the public attending the meeting.

A member of the public will be deemed to have left the meeting where, at any point in time during the meeting, any of the conditions for remote attendance outlined above are not met. In such circumstances the Chairperson may, as deemed appropriate:

- adjourn the meeting for a short period to permit the conditions for remote attendance contained in a, b and c above;
- suspend consideration of the item of business in relation to the person or persons attendance until such times as a following item of business on the agenda has been transacted and the conditions for remote attendance have been re-established or, on confirmation that this cannot be done, before the end of the meeting, whichever is the earliest, or
- continue to transact the remaining business of the meeting in the absence of the person in remote attendance.

- (2) Where a Committee of the Council has been given by the Council delegated authority to deal with a matter on behalf of the Council the request of any deputation relating to such matter shall be referred only to that Committee and there shall be no recourse to the Council.
- (3) The deputation shall be confined to the presentation of a statement, or copy of resolutions, and shall not make more than two short addresses by any two members of the deputation. The totality of the addresses shall not exceed 15 minutes.
- (4) Deputations should not be repetitive and, where possible, issues of a similar or linked nature should be contained in one deputation. Where a deputation has made a presentation to the Council, the Council may decline to accept another deputation on the same issue from the same individual or group or from any other group on the same issue within six months of the original presentation.

## 12. Order of Business

Subject to any statutory requirements to the contrary including the Annual General Meeting, the order of business at every meeting of the Council shall be as follows:

- a) business of the Right Worshipful the Mayor;
- b) apologies;
- c) declaration of Members' interests;
  - (i) conflict of interest on any matter before the meeting (Members to confirm the specific item)
  - (ii) pecuniary and non pecuniary interest (Member to complete the Disclosure of Interest form)
- d) confirmation of the Minutes of the last stated meeting and of all adjourned meetings and special meetings held since the last stated meeting shall be read provided that if a copy of the minutes has been forwarded to the Members before the meeting and is not challenged, the minutes may be taken as read and shall be signed by the Chairperson;
- e) matters arising;

- f) deputations;
- g) business required by statute to be transacted at the meeting;
- h) adoption of the minutes of the proceedings of any Committees and consideration of reports, if any, from such Committees, with the exception of those matters delegated to the Planning Committee;
- i) reports of officers;
- j) reports of members on Boards, public bodies, agencies etc., if any, may be considered and such orders given thereon as may be deemed necessary;
- k) reports on decisions/recommendations subject to the reconsideration procedure; and
- l) consideration of motions of which due notice has been given, in the order in which they have been received.
- m) any other relevant business.

Provided that the order of business as aforesaid may at any time be altered or varied if, in the opinion of the majority of the Members present, it is expedient to do so.

### 13. **Minutes of the Council**

#### 13.1 **Keeping of; as evidence; etc.**

- (1) Minutes of the proceedings of a meeting of the Council, or of a Committee or Sub-Committee, shall be drawn up and entered in a bound book kept for that purpose.
- (2) No discussion shall take place upon the Minutes except upon their accuracy and any question of their accuracy shall be raised by motion. If no such motion is raised, the Chairperson shall then sign the minutes.
- (3) Any minute purporting to be signed as mentioned in sub-paragraph (1) shall be received in evidence without further proof.
- (4) Until the contrary is provided, a meeting of the Council or of a Committee or Sub-Committee thereof in respect of the proceedings of which a minute has been so made and signed shall be deemed to have been duly convened and held, and all the members present at the meeting shall be deemed to have been duly qualified, and where the proceedings are proceedings of a Committee or Sub-Committee, the Committee or Sub-Committee shall be deemed to have been duly constituted and to have had power to deal with the matters referred to in the minutes.

#### 13.2 **Signing of Minutes**

The minutes of a meeting of the Council shall be signed at the next ensuing meeting of the Council by the Mayor presiding, if approved by the meeting at which they fall to be signed.

### 14. **Submission of Minutes**

- (1) In order to give sufficient time for the printing of the Minutes and for their perusal by the Members of the Council, Minutes of meetings of a Committee

held less than five clear days before the meeting of the Council shall not be submitted to that meeting for approval. This may be disapplied where a Committee considers the matter to be of extreme urgency and records such a decision in its Minutes.

- (2) It shall be the duty of a Committee, through the Mayor/Chairperson or their representative, when its Minutes are submitted for approval, to call the attention of the Council to any resolution or matter of an unusual or special character contained therein.

## 15. **Minutes of Committees**

- (1) A motion or amendment shall not be made or proposed, or any discussion allowed on the proceedings of Committees with reference to any matter within the remit of a Committee which does not appear on the Minutes submitted to the meeting of the Council.
- (2) Any Member wishing to raise an issue regarding any matters appearing in the Minutes submitted to the Council for approval and who states their request in writing to the Chairperson of the Committee twenty-four hours before the commencement of the meeting of the Council shall be entitled to a reply when the proceedings of the particular committee are submitted for approval.
- (3) A reply to an issue raised at the meeting regarding any matter in the Minutes without written notice, shall be at the discretion of the Chairperson of the Committee.
- (4) Any matter in the Minutes of a Committee on which a request for reconsideration, under Section 41 of the 2014 Act, has been lodged with the Clerk of the Council shall be identified, and may not be the subject of discussion at that meeting.

## 16. **Motions**

- (1) Every motion shall be relevant to some matter:
  - (i) in relation to which the Council:
    - a) has power or duties;
    - b) is not prevented from taking action on by other legislation;
  - (ii) which directly affects the Local Government District or its residents; and
  - (iii) for which the Council is legally competent.

### 16.1 **On notice**

- (1) Notice of every motion, other than a motion which under Standing Order 16.2 may be moved without notice, shall be given in writing (which includes electronic correspondence), signed by the Member or Members of the Council giving the notice, to the Clerk not less than 10 clear days before the next meeting of the Council. The motion must be clear in meaning otherwise it shall be rejected until such time as it is resubmitted in clear language, and not later than seven clear days before the meeting.

- (2) A motion shall be rejected if the wording or nature of the motion is considered unlawful or improper.
- (3) All notices shall be dated and numbered as received, and entered in a register to be kept for that purpose, and circulated to every Member of Council. This register shall be open to inspection by every Member of the Council.
- (4) Notices of motion shall be entered by the Clerk in their proper place upon the Summons Paper in the order in which they are received.
- (5) If a motion set out in the Summons is not moved either by a Member who gave notice, or by some other Member on their behalf, it shall, unless postponed by consent of the Council, be treated as withdrawn and shall not be moved without fresh notice.
- (6) If the subject matter of any motion, of which notice has been properly given, comes within the remit of any Committee it shall, upon being moved and seconded, stand referred without discussion to that Committee, or to such other Committee as the Council may determine, for consideration and report. The Chairperson presiding may, if they consider it urgent and necessary to the dispatch of business, allow the motion to be dealt with at the meeting at which it is brought forward.
- (7) If a notice of motion fails to be considered at a meeting of the Council, such notice of motion will only be included on the Summons Paper for the following meeting if submitted in writing to the Clerk by the Member concerned not later than 10 clear days, at least, before the Council meeting.
- (8) Any notice of motion which fails to be considered at two consecutive meetings will not be accepted for inclusion on the Summons Paper for a period of six months from the date of the second meeting at which the matter has failed to be considered.

## 16.2 Without notice

The following motions may be moved without notice:

- a) to appoint a Chairperson of the meeting at which the motion is moved;
- b) in relation to the accuracy of the Minutes;
- c) to change the order of business in the agenda;
- d) to refer something to an appropriate body or individual;
- e) to appoint a Committee or members thereof arising from an item on the summons for the meeting;
- f) to receive reports or adoption of recommendations of Committees or officers and any resolutions flowing from them;
- g) to withdraw a motion;
- h) to amend a motion;
- i) to authorise the sealing of documents;
- j) to proceed to the next business;
- k) that the question be now put;

- l) to adjourn a debate;
- m) to adjourn a meeting;
- n) to suspend Standing Orders, in accordance with Standing Order 27.1;
- o) to exclude the public and press in accordance with Section 42 of the 2014 Act;
- p) to not hear further a Member named under Standing Order 25.3 or to exclude them from the meeting under Standing Order 25.4.

## 17. **Amendments**

When a motion is under debate at any meeting of the Council, an amendment or further motion shall not be received, with the exception of the following:

- a) to amend the proposal; or
- b) that the Council do now adjourn; or
- c) that the debate be adjourned; or
- d) that the question be now put; or
- e) that the Council do proceed to the next business.

### 17.1 **To amend the Proposal**

- (1) An amendment must be legitimate and within the scope of the notice convening the meeting. It must not be a direct negative; must be relevant to the proposal which it seeks to amend, and not inconsistent with anything already agreed upon at the same meeting. An amendment must relate solely to the proposal which it seeks to amend, and not be, in effect, a new proposition on a different matter, and must not place a greater responsibility on the meeting than the original proposal.
- (2) An amendment to a motion shall be either:
  - a) to refer a subject of debate to a Committee or to an officer for consideration or re-consideration;
  - b) to leave out words;
  - c) to leave out words and insert or add others; or
  - d) to insert or add words.

but such omission, insertion or addition of words shall not have the effect of directly negating the motion before the Council.
- (3) When an amendment upon an original proposal has been moved, the question to be put shall be "That the amendment be made". Where any amendment is agreed, the question to be put shall be "That the proposal as amended, be agreed". Where any amendment is rejected the question of the substantive proposal shall be put.

### 17.2 **That the Council Do Now Adjourn**

- (1) Any Member of the Council who has not already spoken to the proposal or amendment then under debate may move "that the Council do now adjourn". Such a proposal must be seconded, but it

need not be reduced to writing. The mover and seconder shall not speak beyond formally moving and seconding the proposal, which shall be put to the vote without debate.

- (2) In the event of the proposal for the adjournment being carried the Chairperson shall (unless stated in the proposal) fix the date for the adjourned meeting for the continuation of the debate on the proposal or amendment under discussion at the time of the adjournment and for the transaction of the remaining business (if any) on the Agenda for the meeting so adjourned.
- (3) A second proposal "that the Council do now adjourn" shall not be made within half-an-hour unless, in the opinion of the Chairperson, the circumstances are materially altered.

### 17.3 That the Debate be Adjourned

- (1) Any Member of the Council who has not already spoken to the proposal or amendment then under debate may move "that the debate be adjourned". Such a proposal must be seconded, but it need not be reduced to writing. The mover and seconder shall not speak beyond formally moving and seconding it.
- (2) Before putting to the meeting a proposal "that the debate be adjourned", the Chairperson presiding shall call on the mover of the proposal or amendment under discussion to reply on the question of adjournment and, after such reply, which will not prejudice the right of the mover of a proposal to reply on the original question, shall put the proposal for adjournment of the debate to the vote without further debate.
- (3) If the proposal be carried, the Council shall proceed to the next business on the agenda, and the discussion of the adjourned debate shall be resumed at the next meeting of the Council unless a special meeting of the Council shall be called for the purpose.
- (4) On resuming an adjourned debate, the Member who moved its adjournment shall be entitled to speak first. A second proposal "that the debate be adjourned" shall not be made within half-an-hour. A Member shall not move or second more than one proposal for the adjournment of the same debate.

### 17.4 That the Question Be Now Put

- (1) Any Member who has not already spoken to the proposal or amendment then under debate may move "that the question be now put". Such a proposal must be seconded, but it need not be reduced to writing. The mover and seconder shall not speak beyond formally moving and seconding it.
- (2) If the Chairperson is of the opinion that the subject before the Council has been sufficiently discussed, they shall put the proposal "that the

question be now put” to the vote without debate and if same is carried, the proposal or amendment under discussion shall be put to the Council.

- (3) A second proposal “that the question be now put” shall not be made on the discussion of the same question within half-an-hour.
- (4) A Member shall not move or second more than one proposal “that the question be now put” on the discussion of the same question.

#### 17.4 **That the Council Do Now Proceed to the Next Business**

- (1) Any Member of the Council who has not already spoken to any proposal or amendment then under debate may move, “that the Council do proceed to the next business”. Such a proposal must be seconded, but it need not be reduced to writing. The mover and seconder shall not speak beyond formally moving and seconding the proposal which shall be put to the vote without debate.
- (2) If the Chairperson is of the opinion that the subject before the Council has been sufficiently discussed, they shall put the proposal “that the Council do proceed to the next business” to the vote without debate and if same is carried the proposal or amendment under discussion shall be put to the Council.
- (3) When a proposal is carried “that the Council do proceed to the next business”, the question under discussion shall be considered as dropped.
- (4) A second proposal “that the Council do proceed to the next business” shall not be made on the same question within half-an-hour.
- (5) A Member shall not move or second more than one proposal “that the Council do proceed to the next business” on the discussion of the same question.

#### 18. **Amendments to Regulatory Decisions**

- (1) No amendment may be moved to a Minute which is a Regulatory Decision.
- (2) For the purpose of these Standing Orders, a Regulatory Decision is a determination of an application for planning permission or any decision, determination, action, direction, order, approval, refusal, or enforcement action in exercise of powers of the Council as the local planning authority for those powers specified in Executive Arrangements Regulations; or any application for which the Council is the licensing authority.

#### 19. **Rules of Debate**

##### 19.1 **Motions and amendments to be reduced to writing and seconded**

- (1) A Motion or Amendment shall not be discussed unless it has been proposed and seconded and, unless notice has already been given in accordance with Standing Order 16.1, it shall, if required by the Chairperson presiding, be put into writing and handed to the Chairperson presiding before it is further discussed or put to the meeting.
- (2) A Member when seconding a motion or amendment may, if they then declare their intention to do so, reserve their speech until a later period of the debate.

#### 19.2 **Alternation of motion**

- (1) A Member may alter a motion of which they have given notice as proposed with the consent of the meeting. The meeting's consent will be signified without discussion.
- (2) A Member may alter a motion which they have moved without notice with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion.
- (3) Only alterations which could be made as an amendment may be made.

#### 19.3 **Withdrawal of motion**

- (1) A Member may withdraw a motion of which they have given notice under Standing Order 16.1 at any time after the meeting has commenced provided that they have not moved the motion or spoken on it and has the consent of the meeting. The meeting's consent will be signified without discussion.
- (2) A member may withdraw any other motions which they have moved with the consent of both the meeting and seconder. The meeting's consent will be signified without discussion.
- (3) No Member may speak on the motion after the mover has asked permission to withdraw it unless permission is refused.

#### 19.4 **Mode of address and dress code**

The established mode of address is to stand (if able to do so) and address the Council's Chairperson. While a Member is speaking, the other Members shall remain seated unless rising to a point of order or in personal explanation. A Member shall direct their speech to the question under discussion or to a personal explanation or to a point of order.

For meetings of full Council, the dress code shall be business attire.

**19.5 Precedence in speaking**

Whenever two or more Members rise together to speak, the Chairperson shall decide who has precedence.

**19.6 Place of Member speaking**

A Member when addressing the Chairperson shall stand in the place allocated to them in the Council Chamber.

**19.7 Member called to order**

If any Member, while speaking, be called to order, they shall resume their seat and shall not again address the Council until the Chairperson has disposed of the question of order.

**19.8 Definition of point of order**

A point of order shall relate only to an alleged breach of a Standing Order or statutory provision and the Member shall specify the Standing Order or provision and the way in which they consider it has been broken.

**19.9 Member may raise a point of order**

A Member may raise a point of order and shall be entitled to be heard immediately.

**19.10 Ruling of Chairperson on point of order**

The ruling of the Chairperson on a point of order shall not be open to discussion.

**19.11 Member to speak to motion**

A Member who speaks shall direct their speech strictly to the motion under discussion, or an amendment thereof.

**19.12 Member shall not speak more than once**

A Member who has spoken on any motion shall not speak again whilst it is the subject of debate, except:

- a) to speak once on an amendment moved by another Member;
- b) if the motion has been amended since they last spoke, to move a further amendment;
- c) if their first speech was on an amendment moved by another Member to speak on the main issue whether or not the amendment on which they spoke was carried;
- d) in the exercise of a right to reply given by Standing Order 19.19;
- e) on a point of order.

### 19.13 Duration of speeches

Except with the permission of the Council, a Member, in introducing a motion, shall not speak for more than ten minutes and in replying, for more than five minutes. Other Members shall not speak for more than five minutes.

### 19.14 Addressing the Council

The Council during its sitting, shall not, unless with the consent of the Council, be addressed by any person who is not a Member of the Council.

### 19.15 Only one motion / amendment may be moved and discussed at a time

- (1) Only one amendment may be moved and discussed at any one time. No further amendment may be moved until the amendment under discussion has been disposed of
- (2) If an amendment is not carried, other amendments to the original motion may be moved.
- (3) If an amendment is carried, the motion as amended takes the place of the original motion. This becomes the substantive motion to which any further amendments are moved.

### 19.16 When a motion is under debate no other motion shall be moved

When a motion is under debate no other motion shall be moved except the following:

- a) to amend the motion;
- b) to adjourn the meeting;
- c) to adjourn the debate;
- d) to proceed to the next business;
- e) that the question be now put;
- f) that a Member be not further heard;
- g) by the Chairperson under Standing Order 23.4, that a Member do leave the meeting.

### 19.17 Chairperson rising during debate

Whenever the Chairperson rises or otherwise calls the meeting to order during a debate, a Member then speaking shall cease and the Council shall be silent.

### 19.18 Chairperson not to receive motion for direct negative

The Chairperson shall not receive a motion for a direct negative to a question but, on the conclusion of the debate, the question shall be put and resolved in the affirmative or negative.

### 19.19 Mover's right of reply

The mover of a motion has a right to reply at the close of the debate on the motion, immediately before it is put to the vote. If an amendment is moved the mover of the original motion shall also have a right of reply at the close of the debate on the amendment and shall not otherwise speak on the amendment. The mover of the amendment shall have no right of reply to the debate on their amendment.

## 20. Voting

### 20.1 Majority

Subject to any statutory provisions to the contrary, any matter will be decided by a simple majority of those Members present **including via remote attendance.**

### 20.2 Chairperson's casting vote

If there are equal numbers of votes for and against, the Chairperson will have a second or casting vote.

### 20.3 Qualified majority

**[The specification of decisions which are required to be taken by a qualified majority is a statutory requirement on a Council under Section 40(1) of the 2014 Act]**

A qualified majority shall be required in relation to the Council's decision on:

- (a) the adoption of executive arrangements or prescribed arrangements as the Council's Form of Governance (Section 19 of the 2014 Act) **[mandatory];**
- (b) the adoption of paragraph 3(2) of Schedule 1 to the 2014 Act as the method to be adopted for filling positions of responsibility **[mandatory];**
- (c) the adoption of Part 2 of Schedule 1 to the 2014 Act as the method for filling positions of responsibility **[mandatory];**
- (d) the adoption of paragraph 3(3) of Schedule 2 to the 2014 Act as the method to be adopted for appointing Councillors to Committees **[mandatory];**
- (e) the suspension of Standing Orders, other than Standing Orders 20.3, 21, 22 and 23, which cannot be suspended.

### 20.4 Show of hands

Unless a ballot or recorded vote is demanded under Standing Order 20.5, the Chairperson will take the vote by show of hands, or if there is no dissent, by the affirmation of the meeting.

## 20.5 Recorded vote

If, before a vote is called, any Member present **including via remote attendance** at the meeting demands it, the names for and against the motion or amendment or abstaining from voting will be taken down in writing and entered into the minutes. A demand for a recorded vote will override a demand for a ballot.

## 21. 'Call-In' Process

**[The specification of provision for the reconsideration of a decision is a statutory requirement under Section 41(1) of the 2014 Act, as is the specification of a requirement to obtain the opinion of a practicing barrister or solicitor (Section 41(2))]**

### 21.1 Decisions subject to call-in

- (1) The following decisions may be subject to call-in in such manner as is specified in these Standing Orders
  - (a) a decision of the Council;
  - (b) a decision of the executive;
  - (c) an executive decision taken under joint arrangements in accordance with Section 26 of the 2014 Act;
  - (d) a key decision taken by an officer or officers of the Council;
  - (e) a decision taken by a Committee under delegated authority in accordance with Section 7 of the 2014 Act;
  - (f) a decision taken by a Committee to make a recommendation for ratification by the Council; and
  - (g) a decision of the Planning Committee.

The following decisions shall not be subject to call-in:

- (a) a decision which is deemed to be a case of special urgency in accordance with regulation 24 of the 2014 Executive Arrangements Regulations;
  - (b) a decision where an unreasonable delay could be prejudicial to the Council's or the public's interests;
  - (c) a decision taken by an officer or officers which is not a key decision;
  - (d) a decision by the executive which serves only to note a report from or the actions of an officer or officers;
  - (e) a decision which is required to be taken by a special resolution.
- (3) No decision shall be subject to call-in more than once for each of the reasons specified in Section 41(1) of the 2014 Act.

### 21.2 Call-in procedure

- (1) A call-in must be submitted in writing to the Clerk by 10am on the fifth working day following:

- (a) in the case of a decision of the Council, the date of the Council meeting at which the decision was taken; and
  - (b) in the case of a decision of a committee, the date on which the decision to which the call-in related was published.
- (2) If a call-in is received after the relevant period specified in paragraph (1), it must be deemed inadmissible.
- (3) A call-in shall:
- (a) specify the reasons why a decision should be reconsidered; and
  - (b) subject to sub-paragraph (6) of this standing order, be deemed to be inadmissible if the reasons are not specified.
- (4) In the case of a call-in submitted under Section 41(1)(b) of the 2014 Act, Members must state in the reasons specified under sub-paragraph 3 (a) of this Standing Order:
- (a) the community that would be affected by the decision; and
  - (b) the nature and extent of the disproportionate adverse impact.
- (5) Within one working day of receipt of a call-in, the Clerk must confirm that:
- (a) it has the support of 15 per cent of the Members of the Council; and
  - (b) the reasons for the call-in have been specified.
- (6) Where the reasons have not been specified on the requisition the Clerk must notify the Members making the requisition that it must be considered inadmissible if reasons are not specified in writing within the specified period.
- (7) Within one working day of receipt of an admissible call-in submitted under Section 41(1)(b) of the 2014 Act, the Clerk must seek the opinion of a practicing solicitor or barrister in accordance with Section 41(2) of the 2014 Act.
- (8) When the legal opinion obtained in accordance with Section 41(2) of the 2014 Act is received the Clerk must:
- (a) Furnish the opinion to Members; and
  - (b) Include the decision on the agenda for the next available meeting of the Council.

### 21.3 The call-in process: Committee arrangements

- (1) For the purpose of reconsideration of a decision pursuant to a call-in the minutes of a Committee which record a decision -
- (a) taken under delegated authority; or
  - (b) for ratification by the Council
- must be published within two working days of the conclusion of the meetings. That date of publication must be regarded as the date of publication for the purposes of a call-in.

- (2) If a call-in is not received by the deadline specified in paragraph 21(2) of this Standing Order, the decision specified in -
  - (a) paragraph (1)(a) of this Standing Order must be implemented; or
  - (b) paragraph (1)(b) of this Standing Order must be tabled for ratification by the Council.
- (3) The tabling for ratification of a decision to which paragraph (1)(b) of this Standing Order, or the implementation of a decision to which paragraph (1)(a) must be postponed until the decision has been reconsidered. The decision maker may rescind the decision at any time prior to the decision being reconsidered.
- (4) If a call-in is made in accordance with Standing Order 21.2, paragraph 3 and Section 41(1)(a) of the 2014 Act, the Council must appoint an ad hoc Committee of the Council, the membership of which will be -
  - (a) the Chairpersons of all Committees of the Council; and
  - (b) the Deputy Chairpersons of all Committees of the Council to consider the process adopted by the decision-making committee.
- (5) The Chairperson and Deputy Chairperson of the Committee which was responsible for the decision which is the subject of the call-in must not have voting rights at a meeting of the Committee appointed in accordance with sub-paragraph (4).
- (6) The members of the ad hoc committee who are present shall choose a Member to preside at the meeting.
- (7) The Members who submitted the call-in, or a Member on their behalf, must be invited to attend the meeting at which the decision subject to the call-in is considered and may, upon the request of the Chairperson, address the meeting, but must not have voting rights unless they are members of the ad hoc committee.
- (8) A Committee appointed in accordance with sub-paragraph (4) of this Standing Order may -
  - (a) refer the decision back to the decision maker;
  - (b) in the case of a decision taken under delegated authority, support the decision; or
  - (c) in the case of a decision for ratification by the Council, refer this decision to the Council.
- (9) Where a decision has been supported in accordance with sub-paragraph (8) of this Standing Order, that decision must -
  - (a) be approved;
  - (b) be inserted in the Register of Decisions; and
  - (c) become operative from the date of the meeting at which the Committee appointed in accordance with sub-

paragraph (4) of this Standing Order confirmed support for the decision.

#### 21.4 The call-in process: Council decisions

- (1) If a call-in is not received within the period specified in Standing Order 21.2 paragraph (1) in respect of a decision, that decision may be implemented after that period expires.
- (2) The implementation of a decision must be postponed until the decision has been reconsidered.
- (3) The Clerk must place a call-in on the agenda for the next Meeting of the Council.

#### 22. **Positions of Responsibility etc. – Time Limits**

**[The specification of the period within which the nominating officer of a political party should exercise the powers conferred by paragraphs 2(1), 4(1) and 6(1), and for the person nominated to take up the position of responsibility is a statutory requirement under Schedule 1 to the 2014 Act]**

- (1) Subject to paragraph (2) of this Standing Order, in relation to positions of responsibility selected in accordance with paragraphs 2(1) and 2(2) or paragraph 4(1) or paragraphs 6(1) and 6(2) of Schedule 1 to the 2014 Act, the period specified for -
  - (a) the nominating officer to select a position of responsibility and the term for which it must be held; and
  - (b) the person nominated to accept the selected position is 15 minutes.
- (2) An extension to the period specified in sub-paragraph (1) of this Standing Order may be granted subject to the approval of the Council. Such an extension may be requested by -
  - (a) the nominating officer;
  - (b) the person nominated to hold the selected position; or
  - (c) another Member.

#### 23. **Appointment of More than One Committee**

**[The specification of the application of paragraphs 2 to 4 of Schedule 2 to the 2014 Act in the circumstances where a Council decides to appoint more than one committee is a statutory requirement]**

- (1) Where the Council appoints more than one committee at the same meeting in accordance with paragraph 5 of Schedule 2 to the 2014 Act, for the purposes of determining the number of places that must be allocated across the parties and independent members of the Council, it must agree -
  - (a) the number of Committees to be appointed; and
  - (b) the number of Councillors that shall constitute the membership of each Committee.
- (2) The total number of places to which a nominating officer of a party may nominate Members who stood in the name of that party when elected must

be calculated in accordance with paragraphs 2 to 4 of Schedule 2 of the 2014 Act and any resolution of the Council made thereunder.

- (3) A nominating officer's function under paragraph 2(1)(b) of Schedule 2 of the 2014 Act shall be exercised in such manner as to ensure that -
  - (a) all members of a Committee are not nominated by the same nominating officer;
  - (b) a nominating officer of a party may nominate Members who stood in the name of that party to fill the majority of places on a Committee, if the majority of Members stood in the name of that party; and
  - (c) subject to (a) and (b), the number of Members nominated by each nominating officer of a party, in so far as is reasonably practicable, bear the same proportion to the number of places on that committee as is borne by the number of Members who stood in the name of that party.
- (4) Nominations made in accordance with sub-paragraph (3) of the Standing Order shall take into account any positions of responsibility on a Committee held by a Member who stood in the name of a party.

#### 24. **Rescission of a Preceding Resolution**

- (1) No motion to rescind any resolution passed within the preceding six months, and no motion or amendment to the same effect as one which has been rejected within the preceding six months, shall be proposed by a Member unless the notice thereof given in pursuance of Standing Order 2 bears the names of at least 15% of the Members of the Council.
- (2) When any such motion or amendment has been disposed of by the Council, it shall not be open to any Member to propose a similar motion within a further period of six months.
- (3) This Standing Order shall not apply to motions moved in pursuance of a recommendation of a Committee [or a Call-in].

#### 25. **Members Conduct**

##### 25.1 **Standing to speak**

When a Member **present in the chamber** speaks at the Council they must stand (if able to do so) and address the meeting through the Chairperson. If more than one Member stands, the Chairperson will ask one to speak and the others must sit.

##### 25.2 **Chairperson standing**

When the Chairperson stands during a debate, any Member speaking at the time must stop and sit down. The meeting must be silent.

##### 25.3 **Member not to be heard further**

If at a meeting any Member of the Council, misconducts himself/herself by persistently disregarding the ruling of the Chair, or by behaving irregularly, improperly or offensively or by willfully obstructing the business of the Council, the Chairperson or any other Member may move "that the Member named be not further heard". The motion, if seconded, shall be put and determined without discussion.

#### 25.4 **Member to leave the meeting**

If the Member named continues to behave improperly after such a motion is carried, the Chairperson or any other Member may move that either the Member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, the motion will be voted on without discussion.

Where a Member is required to leave a meeting, the means of remote access is to be severed in order to ensure that they are removed from all discussion.

#### 25.5 **General disturbance**

When the Chairperson is of the opinion that the due and orderly dispatch of business is impossible, they in addition to any other powers vested in them may, without question put, adjourn the meeting of the Council for such period as they in their discretion shall consider expedient.

### 26. **Disturbance by the Public**

#### 26.1 **Removal of member of the public**

If a member of the public interrupts proceedings, the Chairperson will warn the person concerned. If they continue to interrupt, the Chairperson will order their removal from the meeting.

#### 26.2 **Clearance of part of a meeting**

If there is a general disturbance in any part of the meeting open to the public, the Chairperson may call for that part to be cleared.

### 27. **Suspension and Amendment of Standing Orders**

#### 27.1 **Suspension**

A Member may move a motion for the suspension of one or more of these Council Standing Orders. A motion under this Standing Order shall require the support of a qualified majority vote within the meaning of Section 40 of the 2014 Act. Suspension can only be for the duration of the meeting. The minutes of the meeting must record the reason for the suspension. Mandatory Standing Orders may not be suspended by a Council.

## 27.2 **Amendment**

Any motion to, add to, vary or revoke these Standing Orders will, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Council.

## 28. **Interpretation of Standing Orders**

The ruling of the Chairperson as to the interpretation, construction or application of any of these Standing Orders or as to any proceedings of the Council, shall not be challenged at any meeting of the Council.

## 29. **Committees**

### 29.1 **Council in Committee**

The Council may at any meeting resolve itself into Committee for the purpose of transacting any business on the agenda for that meeting subject to the provisions of 10 above.

The Council in Committee shall not consider any matter not referred to it by the resolution resolving the Council into Committee. In exceptional circumstances where it is deemed necessary to consider a matter not included in the terms of reference, the Council shall be resumed, and the Chairperson may ask leave of the Council to take up the consideration in Committee of such additional matters as may be deemed desirable.

The Council in Committee shall not have power to adjourn its own sittings, or to adjourn a debate to a future sitting but, if the business referred to it be not transacted, the Council may be resumed and the Chairperson may move that the Council be again put into Committee on a future day. If the Council in Committee shall have transacted part of the business referred to it, without being able to reach a decision on all the business referred to it, the Chairperson may, with leave of the Committee, report progress, and ask the Council for permission to sit again.

While the Council is in Committee, a motion may be made at the conclusion of any speech "That the Chairperson do leave the Chair" or "That the Chairperson do report progress". The former resolution, if carried, shall supersede the business of the Committee and when the Council shall be resumed, no report shall be made by the Chairperson.

If the Chairperson be directed to report the resolutions or other proceedings of the Committee, the Council shall be resumed and the report having been received without question put, a motion for its adoption shall be moved, which motion shall be put without debate.

### 29.2 **Appointment of Committees**

The Mayor and Deputy Mayor of the Council shall be ex officio members of every Committee appointed by the Council (except Planning Committee)

The following Committees shall be Standing Committees of the Council and shall consist of the number of Members (exclusive of the Mayor and Deputy Mayor) specified opposite each Committee:

Corporate Services Committee	15 Members (plus 2 ex-officio Members)
Environment & Sustainability Committee	15 Members (plus 2 ex-officio Members)
Communities & Wellbeing Committee	15 Members (plus 2 ex-officio Members)
Regeneration & Growth Committee	15 Members (plus 2 ex-officio Members)
Governance and Audit Committee	15 Members (plus 2 ex-officio Members)
Planning Committee	11 Members

### 29.3 **Quorum at Committees**

Except where authorised by a statute or ordered by the Council, business shall not be transacted at a meeting of any Committee (except Planning) unless at least one-third of the whole number of the Committee is present. In the case of Planning Committee, business shall not be transacted unless at least one-half of the whole number of the Committee is present.

### 29.4 **Notice of and summoning of Committee Meetings**

The Notice and Summons of a Committee meeting shall be in accordance with 4 above.

### 29.5 **Order of Business**

The order of business at every Committee meeting shall be as follows:

- a) Apologies;
- b) Confirmation of the minutes of the last stated meeting and of all adjourned meetings and special meetings held since the last meeting;
- c) Declaration of Members' Interests (Member must withdraw from meeting during discussion of item);
- d) Reports of Officers;
- e) Presentations and deputations;
- f) Any Other Business.

### 29.6 **Day and hour of Committee Meetings**

Committees will be held on a monthly basis (except for July and August) as outlined below:

*Planning Committee	-	1 <sup>st</sup> Monday in every month
Communities & Wellbeing Committee	-	1 <sup>st</sup> Tuesday of every month
Environment & Sustainability Committee	-	1 <sup>st</sup> Wednesday of every month
Regeneration & Growth Committee	-	1 <sup>st</sup> Thursday of every month
Governance and Audit Committee	-	Quarterly on the 2 <sup>nd</sup> Thursday of the relevant month
Corporate Services Committee	-	2 <sup>nd</sup> Wednesday of every month

\*Planning Committee meetings will be held every month including July and August.

In addition each Committee shall, from time to time, fix additional meetings at a day and hour to be notified to Council and also may vary the date and time of the scheduled meeting for the efficient conduct of business.

#### 29.7 **Special Meetings of Committees**

The Chairperson of a Committee or the Mayor may call a Special Meeting of a Committee at any time. Subject to any statutory provision in that behalf, a Special Meeting shall also be called on the requisition of not less than three members of the Committee, delivered in writing to the Clerk to the Committee concerned. The summons to the Special Meeting shall set out the business to be considered thereat, and no business other than that set out in the summons shall be considered at that meeting.

#### 29.8 **Reports of Committees**

A Standing Committee shall report to the meeting of the Council immediately following the meeting of such Standing Committee.

#### 29.9 **Adoption of Minutes of Standing Committees and Special Committees**

The minutes of proceedings at a meeting of a Standing Committee or Special Committee shall be circulated with the notice convening the appropriate meeting of the Council.

#### 29.10 **Voting in Committee**

Voting at a meeting of a Committee or Sub-Committee shall be by the same method as decided at Council meetings.

#### 29.11 **Standing Orders of Committees**

All Standing Orders of the Council shall, with necessary modification apply to Committee and Sub-Committee meetings.

## 29.12 Duties of Standing Committees

The Standing Committees shall have charge of and be responsible to the Council for the several matters hereinafter respectively described as far as the same come within the jurisdiction of the Council, and such other matters within the jurisdiction of the Council as shall arise from time to time and shall not have been specifically entrusted to a particular Committee, and shall give effect to the several Statutes, Orders and Regulations governing said matters as the same are hereinafter set forth and all other Statutes, Orders and Regulations relating thereto and hereafter for the time being in force and shall superintend and control the several departments necessary for the carrying out of said matters, that is to say -

### Corporate Services Committee

The purpose of the Corporate Services Committee is to set the strategic direction of the Council through the Corporate Plan and oversee all aspects of financial management and the effective use of all Council resources.

### Environment & Sustainability Committee

The purpose of the Environment and Sustainability Committee is to set strategic direction for the Council in relation to all matters pertaining to the Environmental Services function.

### Communities & Wellbeing Committee

The purpose of the Communities and Wellbeing Committee is to set the strategic direction for the Council in enhancing the health and wellbeing of communities, by way of policies, initiatives and programmes and the effective use of Council resources.

### Planning Committee

The purpose of the Planning Committee is to hear evidence from officers, supporters and objectors to development proposals in line with the attached Protocol for the Operation of the Lisburn & Castlereagh Planning Committee. In addition, the committee should have regard for planning precedents and appeals against their decisions. A key aspect of the committee is to continue to keep under review, and scrutinise performance of, the development management function within this Council area.

### Regeneration & Growth Committee

The purpose of the Regeneration and Growth Committee is to lead on programmes and initiatives that support the Corporate and Community Plan objectives by giving due consideration to matters pertaining to regeneration, economic stimulus, Council's estate and prosperity growth within the Council area.

## Governance and Audit Committee

The purpose of the Governance & Audit Committee is to provide independent assurance of the adequacy of all aspects of the risk management framework and the internal control environment. It provides independent review of Lisburn & Castlereagh City Council's governance, performance management, risk management and control frameworks and oversees the financial reporting and annual governance processes. It oversees internal audit and external audit, helping to ensure efficient and effective assurance arrangements are in place.

In addition to the above a Terms of Reference for each Committee is appended to this document.

### **29.13 Format of Planning Committee Meetings**

In accordance with any statutory requirements and best practice, the Planning Committee will develop a protocol for the effective and efficient conduct of Committee Business.

### **29.14 Chairperson Responsible**

The Chairperson of each Committee shall be responsible to the Council for the general direction of the business entrusted to their Committee, and they shall take charge of, or in their absence arrange for, the moving of the adoption of the Report of their Committee at the meeting of the Council to which it is submitted.

### **29.15 Sub-Committees**

Each Standing Committee may appoint Sub-Committees for specific purposes. A Sub-Committee shall meet as often as necessary for the transaction of the business for which it was appointed. The Report of the Sub-Committee shall, whether appointed under this Standing Order or otherwise, be submitted to the parent Committee for confirmation prior to being brought before the Council.

### **29.16 Attendance at Committees and Sub-Committees**

Every Member of the Council may attend meetings of any Committee or Sub-Committee and, subject to permission of the Chairperson of the Committee or Sub-Committee, shall be heard on any matter, but they shall not, unless they are a Member of the Committee or Sub-Committee, vote in any division or propose any resolution or amendment.

### **29.17 Policing and Community Safety Partnership**

Under Schedule 13 (3) of the Justice (Northern Ireland) Act 2011, the Council shall exercise its power to appoint 10 political Members of the PCSP so as to ensure that, so far as practicable, the political Members reflect the balance of parties prevailing among the Members of the Council immediately after the last Local General Election. In accordance with Section 10 (1) (a) of

the Act, the Council shall appoint a Chairperson from among the political members. In appointing to the office of Chair, the Council shall ensure that, so far as practicable:

- a person is appointed to that office for a term of 12 months at a time or, for a period ending with the reconstitution date next following that person's appointment;
- that the office is held in turn by each of the four largest parties represented on the Council immediately after the last Local General Election.

### 30. **Seal**

#### 30.1 **Custody of Seal**

The Common Seal of the Council shall be kept in a safe place secured by a lock, the keys of which shall be in the custody of the Chief Executive of the Council or a deputy authorised by them for the purpose.

#### 30.2 **Sealing of Documents**

The Common Seal of the Council shall not be affixed to any document unless the sealing has been authorised by a resolution of the Council or of the Corporate Services Committee to which the Council have delegated their powers in this behalf, but a resolution of the Council authorising the acceptance of any tender, the purchase, sale, letting or taking of any property, the issue of any stock, the presentation of any petition, memorial, or address, the making of any rate or contract, or the doing of any other thing, shall be a sufficient authority for sealing any document necessary to give effect to the resolution.

#### 30.3 **Attesting Seal**

Every instrument to which the seal of the Council is affixed shall be signed by a Member of the Council and by the Chief Executive or some other person appointed by the Council for the purpose.

#### 30.4 **Record of documents sealed to be kept**

An entry of the sealing of every deed and other document to which the Corporate Seal shall have been affixed shall be made in the minutes of the Meeting of the Council at which the affixing of the Seal took place.



**Lisburn &  
Castlereagh  
City Council**

## Appendix A

### Access To Council & Committee Meetings, Agenda, Reports, Minutes & Recordings – Protocol

Version Control

Version	Date	Author / Amendments	Status
5.0	28 May 2015	C Connolly	Agreed (G & A 12.05.15)
6.0	04 February 2016	A McCann	Agreed
7.0	12 December 2019	A McCann	Agreed
8.0	08 February 2023	C Adamson	Agreed
9.0	27 August 2024	C Adamson	Draft

## Introduction

This protocol has been developed in accordance with the provisions in Part 8 (Access to Meetings and Documents) of the Local Government Act (Northern Ireland) 2014, the Local Government (Remote Meetings) Regulations (Northern Ireland) 2024 and the Council's Standing Orders.

With the exception of the provision relating to audio recordings, this applies to all meetings of the Council and Committees which are open to the public.

## Summary of Provisions of the Legislation and Associated Actions

### (1) Open Meetings

All meetings of the Council (and Committees) are open to the public except to the extent to which they are excluded (either during the whole or part of proceedings). They can only be excluded in accordance with Part 8 42 (2) of the Local Government Act (NI) 2014:-

- The public must be excluded from a meeting of Council during an item of business whenever it is likely, in the view of the nature of business to be transacted or the nature of the proceedings, that, if members of the public were present during that item, confidential information would be disclosed to them in breach of the obligation of confidence; and nothing in this Part authorises or requires the disclosure of confidential information in breach of the obligation of confidence.

The legislation provides a definition of confidential business (Part 8 42 (3) Schedule 6 and exempt information (Section 51)).

### (2) "In Committee"

Where an item is deemed confidential, then this will be dealt with "In Committee" and the members of the public and, if appropriate, the relevant officers, will be asked to leave. This must be done by resolution of the committee with the Chairperson identifying the following:

- what proceedings or part thereof will be dealt with "In Committee" and also
- the description of the exempt information giving rise to the exclusion of the public.

Please see Schedule 6 Part 1 of the Act, attached under separate cover, for definition of what constitutes exempt information.

The agenda for meetings should include further information on confidential matters which gives rise to the exclusion of the public e.g. "Report from HR Business Partner on HR Matters"

**Action** – In preparing reports, the Chief Executive and Directors should ensure that items being dealt with 'In Committee' are separate from the main report, and the agenda provides appropriate information on what is being discussed in Committee.

At the meeting, the Chief Executive / Director should advise the Chairperson of the requirement to get a proposer and seconder to both go and come out of "In Committee" and for the Chairperson to give the description of the exempt information giving rise to the exclusion of the public.

### (3) Notice of Meeting and Agenda

These are required to be ~~available at the Council offices~~ published on the Council website five days in advance of the meeting or if called later, as soon as possible in advance of the meeting. This is also a requirement under Standing Orders.

**Action** – Members' Services ~~have arrangements in place for the agenda to be placed at the concierge desk at LVI Rotunda~~ will publish the agenda on the Council website. In addition, the Schedule of Meetings, on a quarterly basis, will be placed on Council website.

**Note:** - In order to comply with the above, for Committees where Members' Services currently draft reports (G&A and Corporate Services), all relevant information should be with Members' Services by close of play on the Monday of the week prior to the meeting. In relation to the Planning Committee report, which is issued seven days prior to the meeting, the report should be with Members' Services at latest by 9am, seven days prior to the meeting taking place.

For all other Committees, all relevant information should be with Members' Services by close of play on Tuesday.

**Note:-** For all tabled and additional reports for Council/Committee, the relevant Director should have the prior approval of the Mayor/Chairperson.

**Note:-** Special meetings of Committee and Council should only be held in exceptional circumstances such as to deal with timebound funding and contractual issues which cannot wait to next Council or Committee meeting.

### (4) Access to reports

Reports are required to be available for inspection (excluding confidential items) by members of the public at least five days before the meeting or as it becomes available. Members should be sent the reports in the first instance and then made available to the public.

**Action** – Reports will be published on the Council website ~~available for inspection between 9.00am and 5.00pm from Members' Services at LVI.~~

- (i) At the meeting a reasonable number of copies of the agenda and reports, subject to exclusion of any item deemed confidential, must be made available for inspection by members of the public in attendance.
- (ii) Hard copies of reports will be provided by Members' Services for the Chairperson of Committee, (Mayor for Council meetings).
- (iii) ~~As an interim, it has been agreed that~~ Hard copies of the Planning Committee reports will be circulated to Members of the Planning Committee ~~where requested.~~

~~**Action** – Members' Services will provide three copies of the report (excluding items deemed confidential) and the agenda for all meetings with six copies for meetings of the Planning Committee and Full Council. This will be kept under review. Directors are~~

~~to advise if there is an item which is likely or has potential to warrant increased public attendance.~~

#### **Agreed -**

- that agenda and reports for all meetings (excluding confidential items) will be placed on the Councils Website at least five days prior to the meeting or as soon as they become available

#### **(5) Minutes**

Draft minutes are required to be published **2 within 5** days of ~~after~~ the meeting.

**Action** – Members' Services will produce the draft minute and following approval by Chief Executive / Director and then Chairperson of Committee, will place these in the relevant committee folder in **Decision Time Sharepoint** and email Members to advise of this.

The legislation requires that a Council "as soon as is reasonably practicable" place on its website a copy of the minutes.

**Action** - **After the minutes of a meeting have been agreed (i.e ratified by Council), the Members' Services Unit will publish them on the Council website.**

#### **(6) Audio Recordings and Webcast**

The legislation requires a Council to make an audio recording of any meeting of the Council which is open to the public. The recording must be made available at the Council offices for a period of six years from the date of the meeting and published on the Council website for two years.

Whilst this only applies to the monthly meeting of Council it was agreed in October 2022 to provide the following:

- Audio recordings of standing committee meetings;
- Livestream of Council Meetings;
- Webcast recordings of Council meetings.

#### **Audio recordings of standing committee meetings**

- Where an item is deemed to be confidential and considered "In Committee" the recording will be paused.
- Audio recordings will be uploaded to the Council website within two days following ratification of minutes at the monthly Council Meeting.
- Audio recordings will be available on the Council website for a period of two years and available at the Council offices for a period of six years.

### **Livestream and webcast recordings of Council meetings**

- Council meetings will be livestreamed through the Council's website.
- Where an item is deemed confidential and considered "In Committee" the broadcast and recording will be paused.
- A webcast recording will be published on the Council website following approval of the minutes by the Mayor and Chief Executive.
- Webcast recordings will be available on the Council website for a period of two years and available at the Council offices for a period of six years.

**Action** – Facilities Management will arrange for a technician to be in attendance at monthly meetings of Council to facilitate the livestream and record these meetings (excluding any items deemed confidential and "In Committee"). After the meeting Member Services will check the recording to ensure that any item "In Committee" has not been recorded and that the audio quality is adequate. Dependent on the items discussed at the meeting, the Chief Executive or relevant Director may also be asked to review this. Members' Services will then forward to **Corporate Communications** a copy of the linked recording and this will be posted on the website.

*Local Government Act (Northern Ireland) 2014*

**SCHEDULE 6**

**ACCESS TO INFORMATION : EXEMPT INFORMATION**

**PART 1**

**DESCRIPTIONS OF EXEMPT INFORMATION**

1. Information relating to any individual.
2. Information which is likely to reveal the identity of an individual.
3. Information relating to the financial or business affairs of any particular person (including the Council holding that information).
4. 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.
5. Information in relation to which a claim to legal professional privilege could be maintained in legal proceedings.
6. Information which reveals that the Council proposes -
  - (a) to give under any statutory provision a notice by virtue of which requirements are imposed on a person; or
  - (b) to make an order or direction under any statutory provision.
7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

## Appendix B

**LISBURN & CASTLEREAGH CITY COUNCIL****Governance & Audit Committee****Terms of Reference****1. Statement of Purpose**

The Governance & Audit Committee is a key component of Lisburn & Castlereagh City Council's Corporate Governance Framework.

The purpose of the Governance & Audit Committee is to provide independent assurance of the adequacy of all aspects of the risk management framework and the internal control environment. It provides independent review of Lisburn & Castlereagh City Council's governance, performance management, risk management and control frameworks and oversees the financial reporting and annual governance processes. It oversees internal audit and external audit, helping to ensure efficient and effective assurance arrangements are in place.

These Terms of Reference summarise the core functions of the Governance & Audit Committee.

**2. Membership**

The Governance & Audit Committee is appointed from, and reports to, full Council, it is comprised of 15 Members (plus 2 ex-officio Members) of the Council appointed by the Council, and one independent member. The Chair of the Committee will be rotated annually between members.

**3. Meetings**

The quorum for the Governance & Audit Committee is set out in Section 29.3 of the Council's Standing Orders.

*"Except where authorised by statute or order by the Council, business shall not be transacted at a meeting of any Committee (except Planning) unless as least one third of the whole number of the Committee is present."*

The Governance & Audit Committee will meet at least four times a year and will normally be attended by the Chief Executive, the Head of Internal Audit and officers as required. A representative of the Northern Ireland Audit Office (NIAO) will also be invited to attend.

Other special meetings can be convened as deemed appropriate by the Chairperson in consultation with the appropriate Director/s.

## 4. Responsibilities

The Governance & Audit Committee has the following responsibilities:

### Governance and Control

- Monitor and review Council's corporate governance arrangements including stewardship.
- Review the Annual Governance Statement.
- Agree and monitor governance related policies such as register of interests, whistleblowing and anti-fraud policies.
- Consider the Council's arrangements to secure value for money and review assurances and assessments on the effectiveness of these arrangements.
- Consider reports on the effectiveness of internal controls and monitor the implementation of agreed actions.
- Review the assessment of fraud risks and potential harm to the Council from fraud and corruption and monitor the Anti-Fraud and Corruption Policy Statement and Strategy.

### Strategic & Corporate Risk Management

- Agree the Risk Management Policy and Strategy.
- Understand and challenge the risk management framework, and evaluate how well the arrangements are actively working in the Council.
- Review and challenge the adequacy and effectiveness of control processes in responding to risks within the Council's governance, operations, compliance and information services.

### Internal Audit

- Agree the Internal Audit Charter and Strategy.
- Agree the appointment of external providers of internal audit services (following Council procurement).
- Agree the risk-based Internal Audit Plan, including Internal Audit's resource requirements, the approach to using other sources of assurance and any work required to place reliance upon those other sources in addition to any significant changes.
- Review reports from Internal Audit on Internal Audit's performance during the year, including year end opinion and compliance with public sector internal audit standards.

External Audit

- Review the following reports from the external auditor, including but not limited to
  - Report to Those Charged with Governance
  - Performance Improvement report
- Comment on the scope and depth of external audit work and to ensure it gives value for money
- Advise and make recommendations on the effectiveness of relationships between external and internal audit and other inspection agencies or relevant bodies.

Financial reporting

- Review the Annual Statement of Accounts. Specifically, to consider whether appropriate accounting policies have been followed and whether there are concerns arising from the financial statements or from audit that need to be brought to the attention of the Council.

Performance

- Agree the Performance Improvement Plan.
- Monitor performance at Council and Directorate level against Corporate Plan KPI's including corporate, statutory and other targets, including but not limited to, Performance Improvement.

The functions and responsibilities detailed are not exhaustive and the Committee will deal with relevant matters as they arise.

**5. Internal Working Groups**

There are no internal working groups reporting to the Governance and Audit Committee. The Committee may agree to establish other working groups as required throughout the term.

Any matters relating to the operation of the Party Group Leaders Forum will sit with the Governance and Audit Committee.

Group	Meeting	Representation in Current Term	Term
<b>Party Group Leaders Forum</b>	June Council Meeting	1 representative from each political party with 3 or more members	4 years

**6. External Representation**

The Council is represented on a number of external bodies as set out below. Outcomes are reported through Governance and Audit Committee as required. Other external representation may be agreed as necessary throughout the term.

External Group	Meeting	Representation in Current Term	Term
NILGA's Reform, Devolution and Improvement Network	June Council Meeting	1 position	4 years

Agreed by Council – March 2023

# LISBURN & CASTLEREAGH CITY COUNCIL

## Corporate Services Committee

### Terms of Reference

#### 1. Statement of Purpose

The Corporate Services Committee is a key component of Lisburn & Castlereagh City Council's Corporate Governance Framework.

The purpose of the Corporate Services Committee is to set the strategic direction of the Council through the Corporate Plan and oversee all aspects of financial management and the effective use of all Council resources.

These Terms of Reference summarise the core functions of the Corporate Services Committee.

#### 2. Membership

The Corporate Services Committee is appointed from, and reports to, full Council. It is comprised of 15 Elected Members, plus 2 ex-officio Members (Mayor and Deputy Mayor) appointed to the Committee each year at the Annual Meeting of Council.

#### 3. Meetings

The quorum for the Corporate Services Committee is set out in Section 29.3 of the Council's Standing Orders.

*"Except where authorised by statute or order by the Council, business shall not be transacted at a meeting of any Committee (except Planning) unless as least one third of the whole number of the Committee is present."*

The Corporate Services Committee will meet, typically the second Wednesday of each month (except July and August) and will normally be attended by the appropriate Director/s and other officers in line with the agenda of the meeting.

Other special meetings can be convened as deemed appropriate by the Chairperson in consultation with the appropriate Director/s.

#### 4. Responsibilities

The Corporate Services Committee has the following responsibilities:

##### Finance

- Approve and monitor the Council's financial strategy and all matters relating to its implementation, including all revenue and capital financing, budgets and setting of the District rates.
- Monitor and review financial performance, including but not limited to:

- Management accounts (generally quarterly)
  - Repairs & Renewals reports
  - Bad Debts
  - Reserves
- Agree and review Council's financial policies.

#### Human Resources and Organisational Development

- Agree and monitor strategic direction of Human Resources including but not limited to:
  - organisational design/structures
  - policy development
  - Chief Executive and Chief Officer acquisition
  - payroll and pensions
  - attendance management
  - relevant Industrial Relations
  - workforce statistics
  - capacity building
  - Elected Member Professional Development requests
- Agree and monitor compliance with equality obligations across the Council.

#### Efficiency Review

- Agree the outcomes from the Efficiency Review Steering Group in line with delegated responsibilities.

#### Capital Programme

- Review and agree the priority projects for inclusion in the Capital Programme from the ideas captured list.
- Agree and monitor the capital programme approach including overall affordability limits and change control at programme level.
- Approve and monitor overall capital finance strategy for the Council in line with the prudential guidelines.
- Review Post Project Evaluations at programme level including assessment of new and emerging financial and other risks.
  - Agree policies and procedures connected with the delivery of the Council's Capital Programme, eg frameworks, approach to risk etc.

#### Procurement and Contract Management

- Agree and monitor Procurement Strategy.
- Note or agree procurement / tender outcomes (retrospective) and related contract management matters at Council level including all STA's in line with policy.

**Members will note that the Accounting Manual / Scheme of Delegation will require updating but it would be anticipated that changes would include:**

- **Officers ability to appoint suppliers where certain conditions have been met (eg MEAT criteria applied, lowest or only tender in addition to tender value falling within business case value) or where sufficient budget has been included in estimates for matters which do not require business case (NB no longer just lowest cost tender).**

### Commercial & Innovation

- Agree and review IT Strategy and future Digitisation programme

### Governance

- Agree the Corporate Plan.
- Agree Council Constitution including Standing Orders, Scheme of Delegation and Scheme of Allowances.
- Agree civic ceremonial events programme and attendance at related engagements.
- Agree and monitor Customer care related policies.
- Agree and monitor corporate communications strategy and policies.
- Monitor Information Governance.

### Budget Oversight

Approve and monitor annual service budgets for Corporate Services Directorate, Human Resources Directorate and Chief Executive's Office as part of the rates setting process.

### Other

- Agree business cases and investment decisions in line with the capital governance process for Finance and Corporate Services Directorate, Organisation Development and Innovation Directorate and Chief Executive's Office.
- Agree relevant Service Level Agreements/ Memoranda of Understanding.
- Agree responses to consultations where the following conditions apply:
  - Council has power or duties;
  - Council is not prevented from taking action by other legislation
  - Consultation directly affects the Local Government District or its residents
  - Consultation relates to an area for which the Council is legally competent.

## 5. Internal Working Groups

The internal working groups in the table below report to the Corporate Services Committee. The Committee may agree to establish other working groups as required throughout the term.

Working Group	AGM / First Home Committee	Number of Positions	Term
Efficiency Review Steering Group	First home committee meeting of Corporate Services Committee	2 representatives from larger parties and one from smaller parties	4 years
Elected Members' Development Steering Group	First home committee meeting of Corporate Services Committee	1 representative from each political party at point of election	4 years
Chief Executive Appraisal	First home committee meeting of Corporate Services Committee	1 representative from each political party (of 2 or more Elected Members) with largest party rep acting as Chair	4 years

## 6. External Representation

The Council is represented on a number of external bodies as set out below. Outcomes are reported through Corporate Services Committee as required. Other external representation may be agreed as necessary throughout the term

External Group	AGM / First Home Committee	Representation in Current Term	Term
National Association of Councillors	Annual Meeting of Council	8 positions	4 years
Northern Ireland Local Government Association	Annual Meeting of Council	8 positions	
Diversity Champion	June Council	1 position	4 years
Knockagh Monument Joint Committee	June Council	2 positions	4 years
NILGA's Regional Elected Member Development Working Group	June Council	1 position	4 years
Somme Advisory Council	June Council	2 positions	4 years

Agreed by Council – March 2023

# LISBURN & CASTLEREAGH CITY COUNCIL

## Communities & Wellbeing Committee

### Terms of Reference

#### 1. Statement of Purpose

The Communities and Wellbeing Committee is a key component of Lisburn and Castlereagh City Council's Corporate Governance Framework.

The purpose of the Communities and Wellbeing Committee is to set the strategic direction for the Council in enhancing the health and wellbeing of communities, by way of policies, initiatives and programmes and the effective use of Council resources.

These Terms of Reference summarise the core functions of the Communities and Wellbeing Committee.

#### 2. Membership

The Communities and Wellbeing Committee is appointed from and reports to, full Council. It is comprised of 15 Elected Members, plus 2 ex-officio Members (Mayor and Deputy Mayor) appointed to the committee each year at the Annual Meeting of Council.

#### 3. Meetings

The quorum for the Communities and Wellbeing Committee is set out in Section 29.3 of the Council's Standing Orders.

*"Except where authorised by statute or order by the Council, business shall not be transacted at a meeting of any Committee (except Planning) unless as least one third of the whole number of the Committee is present."*

The Communities and Wellbeing Committee will meet, typically, the second Tuesday of each month (except in July and August) and will normally be attended by the appropriate Director/s and other officers in line with the agenda of the meeting.

Other special meetings can be convened as deemed appropriate by the Chairperson in consultation with appropriate Director/s.

#### 4. Responsibilities

The Communities and Wellbeing Committee has the following responsibilities:

##### Communities and Community Planning

- Agree the Council's functions in the development, implementation and review of the Community Plan and its associated Partnerships.

- Monitor the Council's community facilities and other designated amenities to develop and implement activities and initiatives to promote engagement and community wellbeing.
- Monitor the Community Support Plan including the provision of Advice Services.
- Agree and monitor policies, frameworks and partnerships that support community engagement and wellbeing initiatives.
- Agree and monitor the Council's events' calendar.
- Monitor the Council's Museum, Heritage and Arts services and initiatives.

#### Sports and Recreation Services

- Monitor the Council's leisure facilities and other designated amenities to develop and implement activities and initiatives to promote wellbeing and physical activity.
- Monitor sports development programmes and associated activities.
- Agree and monitor policies, frameworks and partnerships that support sport and wellbeing initiatives.

#### Parks and Amenities

- Agree and monitor policies, frameworks and partnerships related to parks, biodiversity, open spaces, sports pitches, golf course fairways and greens and countryside access.

#### Grant Aid and Financial Assistance

- Agree grant-aid awards frameworks and associated funds to promote community, sports and arts/cultural development.
- Agree and monitor major funding programmes, such as the Investment Programme, the Community Investment Fund and other external sources of funding.

#### Financial Oversight

- Approve the draft estimates of expenditure relevant for the Committee

#### Peace Programmes and Policing and Community Safety Partnership

- Agree and monitor strategies and action plans related to externally-funded programmes such as Good Relations, PCSP and Peace programmes.

#### Capital Programme

- Agree business cases and investment decisions in line with the capital governance process.
- Seek and agree third party funding related to capital projects.
- Monitor and evaluate outcomes of capital projects.

### Procurement and Contract Management

- Note or agree procurement / tender outcomes and related contract management matters at Council level including all STAs in line with policy.

***Members will note that the Accounting Manual / Scheme of Delegation will require updating but it would be anticipated that changes would include:***

- ***Officers ability to appoint suppliers where certain conditions have been met (e.g. MEAT criteria applied, lowest or only tender in addition to tender in addition to tender value falling within business case value) or where sufficient budget has been included in estimates for matters which do not require business case (NB no longer just lowest cost tender).***

### Budget Oversight

Approve and monitor annual service budgets the Leisure and Community Wellbeing Directorate as part of the rates setting process.

### Other

- Agree business cases for the Leisure and Community Wellbeing Directorate,
- Agree relevant Service Level Agreements/ Memoranda of Understanding.
- Agree responses to consultations where the following conditions apply:
  - Council has power or duties;
  - Council is not prevented from taking action by other legislation
  - Consultation directly affects the Local Government District or its residents
  - Consultation relates to an area for which the Council is legally competent

## 5. Internal Working Groups

There are currently no established internal working groups. The Committee may agree to establish Working Groups as required throughout the term.

## 6. External Representation

The Council is represented on a number of external bodies as set out below. Outcomes are reported through the Community Wellbeing Directorate as required. Other external representation may be agreed as necessary throughout the term.

External Group	Meeting	Representation Current Term	Term
Age Friendly Champion	June Council Meeting	1 position	4 years
Engage with Age	June Council Meeting	1 position	4 years
Lagan Valley Regional Park	June Council Meeting	2 positions	4 years
Lagan Navigation Trust	June Council Meeting	1 position	4 years
Laurelhill Sports Zone	June Council Meeting	1 position	4 years

<b>Lisburn &amp; Castlereagh Housing Liaison Forum</b>	June Council Meeting	9 positions	4 years
<b>Sport Lisburn &amp; Castlereagh</b>	June Council Meeting	2 positions	4 years
<b>Lisburn &amp; Castlereagh Advice Services</b>	June Council Meeting	2 positions (observers)	4 years
<b>NILGA's NI Strategic Migration Partnership</b>	June Council Meeting	1 position	4 years
<b>Parenting Champions</b>	June Council Meeting	3 positions	4 years
<b>Peace Plus Partnership</b>	June Council Meeting	13 positions	4 years
<b>Reserve Forces Cadets (Veteran's Champion)</b>	Annual Meeting of Council	1 position	4 years
<b>Strategic Community Planning Partnership</b>	June Council Meeting	4 positions	4 years
<b>Ulster Grand Prix &amp; Bike Week Steering Group</b>	June Council Meeting	2 positions Mayor and Committee Chairperson	1 year – annual appointment

The Committee will agree, at the beginning of each new Council term, Members' attendance at events, arising from the Council's membership of the above outside bodies, taking place in Northern Ireland. The Council will be responsible for the payment of Members' authorised expenses for the duration of the Council mandate

The functions and responsibilities detailed are not exhaustive and the Committee will deal with relevant matters as they arise.

Date agreed by Council – March 2023

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# LISBURN & CASTLEREAGH CITY COUNCIL

## Regeneration and Growth Committee

### Terms of Reference

#### 1. Statement of Purpose

The Regeneration and Growth Committee is a key component of Lisburn & Castlereagh City Council's Corporate Governance Framework.

The purpose of the Regeneration and Growth Committee is to lead on programmes and initiatives that support the Corporate and Community Plan objectives by giving due consideration to matters pertaining to regeneration, economic stimulus, Council's estate and prosperity growth within the Council area.

These Terms of Reference summarise the core functions of the Regeneration and Growth Committee.

#### 2. Membership

The Regeneration and Growth Committee is appointed from, and reports to, full Council. It is comprised of 15 Elected Members, plus 2 ex-officio Members (Mayor and Deputy Mayor) appointed to the Committee each year at the Annual Meeting of Council.

#### 3. Meetings

The quorum for the Regeneration and Growth Committee is set out in Section 29.3 of the Council's Standing Orders.

*"Except where authorised by statute or order by the Council, business shall not be transacted at a meeting of any Committee (except Planning) unless as least one third of the whole number of the Committee is present."*

The Regeneration and Growth Committee will meet, typically on the first Thursday of each month (except July and August) and will normally be attended by the appropriate Director/s and other officers aligned to the agenda of the meeting.

Other special meetings can be convened as deemed appropriate by the Chairperson in consultation with the appropriate Director/s.

#### 4. Responsibilities

The Regeneration and Growth Committee has the following responsibilities:

##### Place Shaping and Place Making

- Agree an Area Plan and associated planning policies.
- Develop, agree and monitor planning policies and frameworks that support

sound land and transport use as well as sustainable growth which contribute to and have regard for the corporate objectives and the regional frameworks.

- Review planning and scrutinise land use policy to deliver sustainable communities, and places to work, live and socialise.
- Monitor the Planning Development Management function performance and improvement including evolving policy requirements.

### Economic Development and Regeneration

- Agree initiatives and programmes supporting economic stimulus and sustainable job growth opportunities.
- Agree the delivery of urban and rural regeneration programmes in line with available funding.
- Agree plans for promotion and encouraging progress in bringing forward key development sites in partnership with relevant stakeholders.
- Agree interventions to attract, at a local level, direct foreign investment.
- Agree the policies and plans to promote the strategic benefits of the Council area to maximise growth at national and international forums.

### Assets

- Agree estates strategies as well as related policies and programmes.
- Agree acquisition and disposal of land and property assets including Community Asset Transfers, vesting and other matters.

### Capital Programme

- Agree business cases and investment decisions in line with the capital governance process
- Seek and agree third party funding related to capital projects.
- Monitor and evaluate outcomes of capital projects.

### Procurement and Contract Management

- Note or agree procurement/tender outcomes and related contract management matters at Council level including all STA's in line with policy.

**Members will note that the Accounting Manual/Scheme of Delegation will require updating but it would be anticipated that changes would include:**

- **Officers ability to appoint suppliers where certain conditions have been met (eg MEAT criteria applied, lowest or only tender in addition to tender value falling within business case value) or where sufficient budget has been included in estimates for matters which do not require business case (NB no longer just lowest cost tender)**

### Budget Oversight

- Approve and monitor annual service budgets as part of the rates setting process.

Other

- Agree relevant Service Level Agreements / Memoranda of Understanding.
- Agree responses to consultations where the following conditions apply:
  - Council has power or duties;
  - Council is not prevented from taking action by other legislation;
  - Consultation directly affects the Local Government District or its residents;
  - Consultation relates to an area for which the Council is legally competent.
- Approval for the Director, in consultation with the Chairperson and Vice Chairperson, to submit all applications for third-party grant-aid funding in furtherance of agreed programmes and corporate objectives with acceptance returning to committee. *Will require update to Scheme of Delegation*
- Approval for the Director to consider and approve grant aid up to £1,000 should requests be in line with existing policy and should sufficient funding be available within existing budgets.
- Agree annual discretionary fee setting and any potential waivers.

**5. Internal Working Groups**

The internal working groups in the table below report to the Regeneration and Growth Committee. The Committee may agree to establish other working groups as required throughout the term.

Working Group	AGM/Home Committee	Number of Positions	Term
Brokerstown Road (LD1) Sub Committee (Killultagh & Lisburn South DEAs)	Regeneration and Growth Committee	2 positions Chairperson and Vice-Chairperson of the day	1 year
Steering Group Coopers Mill/Millmount	Regeneration and Growth Committee	6 positions Castlereagh East DEA Members	4 years

**6. External Representation**

The Council is represented on a number of external bodies as set out below. Outcomes are reported through Regeneration and Growth Committee as required. Other external representation may be agreed as necessary throughout the term.

External Group	AGM/Home Committee	Representation within Current Term	Term
Lagan Navigation Trust	June Council Meeting	2 positions	4 years
Lagan Valley Regional Park	June Council Meeting	3 positions	4 years
Belfast-Dublin Eastern Economic Corridor	June Council Meeting	3 positions:	4 years

Belfast Region City Deal Engagement Forum	June Council Meeting	4 positions	4 years
Belfast Regional Tourism Partnership	June Council Meeting	2 positions	4 years
LDP Spatial Working Groups: a) Metropolitan Spatial Working Group b) Neighbouring Council Spatial Working Group	June Council Meeting	2 positions	1 year
NILGA Place Shaping & Infrastructure Policy & Learning Network	June Council Meeting	1 position	4 years

Agreed by Council – March 2023

# LISBURN & CASTLEREAGH CITY COUNCIL

## Environment and Sustainability Committee

### Terms of Reference

#### 1. Statement of Purpose

The Environment and Sustainability Committee is a key component of Lisburn & Castlereagh City Council's corporate governance framework.

The purpose of the Environment and Sustainability Committee is to set strategic direction for the Council in relation to all matters pertaining to the Environmental Services function. These Terms of Reference summarise the core functions of the Environment and Sustainability Committee.

#### 2. Membership

The Environment and Sustainability Committee is appointed from, and reports to, full Council. It is comprised of 15 Elected Members plus 2 ex-officio Members (Mayor and Deputy Mayor) appointed to the Committee each year at the Annual Meeting of Council.

#### 3. Meetings

The quorum for the Environment and Sustainability Committee is set out in Section 29.3 of the Council's Standing Orders.

*"Except where authorised by statute or order by the Council, business shall not be transacted at a meeting of any Committee (except Planning) unless as least one third of the whole number of the Committee is present."*

The Environment and Sustainability Committee will meet, typically the first Wednesday of each month (except July and August) and will normally be attended by the appropriate Director/s and other officers in line with the agenda of the meeting.

Other special meetings can be convened as deemed appropriate by the Chairperson in consultation with the appropriate Director/s.

#### 4. Responsibilities

The Environment and Sustainability Committee has the following responsibilities:

##### Building Control and Sustainability

- Agree new street naming applications which do not meet agreed policy.
- Agree applications for a change to a street name or a second language.
- Agree and review Council's Policy in relation to the Building Control Service functions.

- Agree and review Council's Strategy and Policy in relation to Climate and Sustainability.

### Environmental Health, Risk and Emergency Planning

- Approve the designation of an area for the purpose of street trading.
- Approve Entertainment Licences in premises outside the scheme of delegation.
- Agree and review Council's policy in relation to Enforcement & Regulatory Policy.
- Agree and review relevant Policies and Strategies including, but not limited to, Safeguarding, Cemeteries and Off Street Parking.
- Agree and review rules and regulations for Cemeteries.
- Agree and review the Council's Emergency Plan.

### Waste Management and Operations

- Agree and review the implementation of the Council's Sub Regional Waste Management Plan and Policies.
- Agree and review the relevant Policies and Strategies including but not limited to Street Cleansing and Fleet.

### Capital Programme

- Agree business cases and investment decisions in line with the capital governance process.
- Seek and agree third party funding related to capital projects.
- Monitor and evaluate outcomes of capital projects.

### Procurement and Contract Management

- Note or agree procurement / tender outcomes and related contract management matters at Council level including all STA's in line with policy.

### Budget Oversight

Approve and monitor annual service budgets for the Environmental Services Directorate as part of the rates setting process.

### Other

- Agree business cases for Environmental Services Directorate.
- Agree relevant Service Level Agreements / Memoranda of Understanding.
- Agree annual discretionary fee setting and any potential waivers.
- Agree responses to consultations where the following conditions apply:
  - Council has power or duties;
  - Council is not prevented from taking action by other legislation;
  - Consultation directly affects the Local Government District or its residents;
  - Consultation relates to an area for which the Council is legally competent.
- Approval for the Director, in consultation with the Chairperson and Vice Chairperson, to submit all applications for third-party grant-aid funding in furtherance of agreed programmes and corporate objectives with acceptance returning to committee.

## 5. Internal Working Groups

There are currently no established internal working groups. The Committee may agree to establish Working Groups as required throughout the term.

## 6. External Representation

The Council is represented on a number of external bodies as set out below. Outcomes are reported through Environment and Sustainability Committee as required. Other external representation may be agreed as necessary throughout the term.

External Body	AGM / First Home Committee or Council	Number of Positions	Term
Arc21	Annual Meeting of Council	3 positions	4 years
Drainage Council for Northern Ireland		1 position	4 years
Northern Ireland Local Government Partnership on Traveller Issues	June Council Meeting	1 position	1 year
Sustainable NI's All Party Group on Sustainable Development	June Council Meeting	2 positions	4 years

Agreed by Council – March 2023

# LISBURN & CASTLEREAGH CITY COUNCIL

## Planning Committee

### Terms of Reference

#### 1. Statement of Purpose

The Planning Committee is a key component of Lisburn & Castlereagh City Council's Corporate Governance Framework with the exception that it operates in a quasi-judicial manner with delegated authority for determining planning applications.

The purpose of the Planning Committee is to hear evidence from officers, supporters and objectors to development proposals in line with the attached Protocol for the Operation of the Lisburn and Castlereagh Planning Committee. In addition, the committee should have regard for planning precedents and appeals against their decisions. A key aspect of the committee is to continue to keep under review, and scrutinise performance of, the development management function within this Council area.

These Terms of Reference summarise the core functions of the Planning Committee.

#### 2. Membership

The Planning Committee is appointed from the full Council who note the minutes of their determinations. It is comprised of 11 Elected Members, with no ex-officio Members, appointed to the Committee each year at the Annual Meeting of Council.

#### 3. Meetings

The quorum for the Planning Committee is set out in Section 29.3 of the Council's Standing Orders.

"Except where authorised by statute or order by the Council, business shall not be transacted at a meeting of any Committee (except Planning) unless as least one third of the whole number of the Committee is present. In the case of Planning Committee, business shall not be transacted unless at least one-half of the whole number of the Committee is present."

The Planning Committee will meet, typically on the first Monday of each month, and will normally be attended by the appropriate Director and Head of Planning and Capital Development, and/or other authorised planning officers aligned to the agenda of the meeting.

Other special meetings can be convened as deemed appropriate by the Chairperson in consultation with the appropriate Director.

#### 4. Responsibilities

The Planning Committee has the following delegated responsibilities as per the Protocol:

- Determine major planning applications

- Determine all applications made on behalf of the Council
- Determine all referred applications from the delegated planning list on the basis that the procedures set out within the attached Protocol are followed
- Hear pre determination submissions from applicants as required
- Determine applications referred by the Head of Planning and Capital Development
- Monitor and review overall performance of the planning function
- Monitor the number of enforcement notices and convictions pursued

Agreed by Council – March 2023



# Remote Meetings Protocol



## 1.0 INTRODUCTION

On 24 June 2024 the Northern Ireland Assembly made new regulations, the Local Government (Remote Meetings) Regulations (Northern Ireland) 2024, which enables Councils to hold remote/hybrid meetings.

## 2.0 LEGISLATIVE CONTEXT

The Local Government (Remote Meetings) Regulations (Northern Ireland) 2024 requires councils to make provisions governing remote attendance at meetings which shall specify:

- the basis or process for considering whether (including who is to assess or decide whether) council meetings should or are to be held remotely;
- govern the arrangements for and conduct of such meetings whenever such meetings are to be held remotely; and
- regulate—
  - the public's access to such meetings, and
  - the availability to the public of documents pertaining to such meetings, and
  - whenever such meetings are to be held remotely.

Lisburn & Castlereagh City Council agreed at its meeting of 27 August 2024 that all Council meetings including Committee and Sub Committee meetings will be open for Members to attend either remotely or in person.

## 3.0 PURPOSE

This Protocol provides practical guidance for Members who choose to attend meetings via remote access and should be read in conjunction with the revised Standing Orders adopted in August 2024.

## 4.0 REMOTE PLATFORMS

### 4.1 Participation in Meetings

Members attending meetings remotely can participate fully and are considered part of the quorum provided the conditions of remote meetings are met.

Those conditions are that the Member is able at that time:

- (a) To hear, and where practicable see, and be so heard and where practicable, be seen by the other Members in attendance;
- (b) To hear, and where practicable see, and so be heard and where practicable, be seen by any members of the public in attendance in order to exercise a right to speak at the meeting; and
- (c) To be so heard, and where practicable, be seen by any other members in public attendance.

### 4.2 Observation of Meetings

Council meetings must be open to the public as set out in the Local Government Act 2014. The Council will meet this statutory obligation by providing a public gallery in the Council Chamber. In addition to this, the Monthly Council meeting is livestreamed through the Council's website. A webcast recording of the Monthly Council Meeting along with audio recordings of all committee meetings are also published on the Council's website.

### **4.3 Remote Attendance by a member of the public with speaking rights**

Any member of the public participating in the meeting remotely in exercise of their right to speak must meet the same criteria as Elected Members. Members of the public attending a meeting remotely must, when they are speaking be able to be heard by all other Members in attendance, and the remote participant must in turn, be able to hear those other Members participating and be so heard by any other members of the public attending the meeting. For such items of business, an invitation to participate in the remote technology will be sent out in advance. Once complete, they will be removed from the remote meeting.

## **5.0 PRACTICAL ARRANGEMENTS FOR THE REMOTE MEETING**

### **5.1 Joining the meeting by remote access**

The agenda for the meeting will advise of the start time of the meeting. Remote participants should access the meeting at least **10 minutes** before the start time.

### **5.2 Security**

Anyone provided with access details to the meetings should ensure they are kept confidential and not shared with any other person. Unrecognised participants will not be admitted to the meeting.

### **5.3 The remote environment**

The Monthly Council meeting will be livestreamed and viewed by the public (unless it is conducting confidential business). A Member attending will be using the camera and microphone on their electronic device. When attending a remote meeting, the Member should ensure that they can be heard, and where practicable be seen clearly. The Member should consider the background also captured by the camera and ensure it is appropriate to the meeting. The Member should take steps to ensure they will not be disturbed during the meeting as far as possible.

### **5.4 Officer Support to Remote/Hybrid Meetings**

Remote/hybrid meetings will be attended by authorised Council Officers. The Member Services Officer will take the notes of the meeting and issue minutes in line with procedures contained in Standing Orders.

### **5.5 Attendance and Apologies at Remote/Hybrid Meetings**

At the commencement of every remote/hybrid meeting the Chairperson will announce, for the purposes of the livestream and audio recording, any apologies submitted in advance. An opportunity will also be offered for any additional apologies to be noted, on behalf of a Member, by those in attendance.

### **5.6 Non-Attendance During at Remote/Hybrid Meetings**

It may become necessary during a meeting for a Member to cease attending either in part or for the remainder of a meeting, which may be due to the loss of remote connectivity. Non-attendance means either where a Member cannot hear the participants of the remote meeting or cannot be heard by them; a loss of visual connectivity would not lead to non-attendance. The Chairperson, with the assistance of Officers, will ensure that a quorum is maintained and in the event that it is not, the meeting will be adjourned in accordance with Standing Orders.

## 5.7 Chat Function

Members should only use the chat function to advise the Members Services Officer if they are leaving the meeting. It should be noted that the group chat function is visible on the livestream and captured on the recording.

## 5.8 Declaration of Interests

Members should continue to declare interests in the usual way and the Council's existing rules will apply. If an interest is declared by a Member in remote attendance and they indicate that they wish to leave the meeting for the duration of the discussion to which the declaration refers, the Chairperson or Members Services Officer on instruction by the Chairperson, will move their electronic access to a remote 'Waiting Room', and then enable their access to the meeting again at the end of the agenda item.

Members in remote attendance should complete the declaration of interest form and email it to [members.services@lisburncastlereagh.gov.uk](mailto:members.services@lisburncastlereagh.gov.uk) when the meeting is finished.

## 5.9 Speaking at Remote/Hybrid Meetings

When a Member joins a meeting remotely, they should have their microphone set to mute or this will be performed by the Members Services Officer. The 'Raise Hand' function should be used when a Member wishes to speak. The Chairperson can see all those indicating and will come to each person; the Chairperson has absolute discretion as to the order in which they take speakers. When a Member is invited to speak by the Chairperson, they should unmute their microphone to enable them to be heard. When the Member has finished speaking, they must remember to switch their microphone to mute again and use the 'Lower Hand' function.

## 5.10 Rules of Debate

The usual rules of debate apply during remote/hybrid meetings and the Chairperson should announce each Member when inviting them to speak, to aid transparency and assist those watching the livestream or listening to the audio recording.

## 5.11 Point of Order

If a Member **in remote attendance** has a Point of Order to raise during a meeting, they must unmute their microphone and interrupt the meeting saying 'Point of Order'. The Chairperson will then invite that Member to speak. Having spoken, the Member must remember to mute their microphone again or this will be performed by the Members Services Officer.

## 5.12 Voting at a Remote/Hybrid Meeting

When the Chairperson indicates that a vote is to be taken, Member's in remote attendance should ensure their camera is on and use the raised hand signal to indicate whether they are for or against the motion. Details of how Members voted will not be kept or detailed in the minutes unless a recorded vote is requested in line with current practice outlined in Standing Orders.

## 5.13 Adjournments

In accordance with Standing Orders, the Chairperson has the power to adjourn a meeting for a temporary period. If the Chairperson advises of a temporary adjournment to a meeting, Members attending by way of remote access must remain in attendance with their

microphones on mute and their cameras turned off, until the Chairperson instructs otherwise.

#### **5.14 Meeting Documentation**

All meeting papers will be made available to Members, in advance and in accordance with Standing Orders. Members are asked not to request hard copies of papers unless absolutely necessary; it is important that Members familiarise themselves with all relevant papers in advance of the meeting.

#### **5.15 Confidential business**

If a resolution is passed for the meeting to go into confidential business, to consider exempt or confidential material, members of the public, whether participating in person or remotely will be asked to leave the meeting. The Chairperson will ensure they have left and may remove their remote access if they have not done so. The livestream and audio recording will also be stopped.

It is the responsibility of Members in remote attendance to ensure that proceedings cannot be seen or heard by any other person during confidential business. Cameras of those in remote attendance should remain on during the consideration of confidential business. If any other person can be seen at a Member's remote location the Chairperson will pause the meeting and the Member's remote access will be removed.

#### **7.16 Members' Conduct**

The requirement of a Member to stand when they wish to speak at a Council meeting does not apply during remote attendance. If there is a disturbance amongst Members, the Chairperson continues to have the ability to deal with it in accordance with Standing Order 25 as amended. Ultimately, if a motion is passed that a Member in remote attendance must leave the meeting, the Chairperson can effect this.

#### **7.17 Documents open to public inspection**

Any reference in Council Standing Orders to a document being available for public inspection at the Council's offices will be satisfied by publication on the Council's website.

#### **7.18 Publication of records**

Webcast recordings of Monthly Council meetings and audio recordings of all committee meetings are available on the Council's website.



## Protocol for the Operation of the Lisburn & Castlereagh City Council Planning Committee

Reviewed: March 2021

Effective Date: 03 May 2021

[www.lisburncastlereagh.gov.uk](http://www.lisburncastlereagh.gov.uk)

## **Protocol for the Operation of the Lisburn & Castlereagh City Council Planning Committee**

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## PURPOSE OF THE PROTOCOL

1. The purpose of this Protocol is to outline practical handling arrangements for the operation of Lisburn & Castlereagh City Council's Planning Committee (the "Committee").
2. The Protocol should be read in conjunction with the relevant provisions of the Council's Standing Orders and the Code of Conduct for Councillors. It is not intended to replace either document.

## REMIT OF THE PLANNING COMMITTEE

### *Development Plan*

3. The Committee will have an oversight role to ensure that the Local Development Plan is monitored annually, particularly in terms of the availability of housing and land for economic development. The Committee will also need to ensure that the Plan is reviewed every 5 years, giving consideration to whether there is a need to change the Plan strategy or zonings, designations and policies.

### *Development Management*

4. The main role of the Planning Committee in relation to development management is to consider planning applications made to the Council as the Local Planning Authority and to decide whether or not they should be approved. The Planning Committee will have full delegated authority, meaning that the decisions of the Planning Committee will not go to the full Council for ratification.

### *Enforcement*

5. The enforcement of planning controls will be delegated to authorised Officers, with the Planning Committee receiving quarterly reports on the progress of enforcement activities.

## SIZE OF THE PLANNING COMMITTEE

6. A membership and quorum, as outlined in the Council's Standing Orders, is required for the Planning Committee to convene. Business shall not be transacted unless 50% of the Members of the Committee are present.
7. The Lisburn & Castlereagh City Council Planning Committee will comprise 11 Members with no substitutions permitted.
8. The Head of Planning and Capital Development (or authorised planning officer) is expected to attend all Planning Committee meetings, in addition to Planning Officers presenting their reports.

## FREQUENCY OF MEETINGS

9. In accordance with the Council's Standing Orders, Planning Committee meetings will usually be held on a monthly basis. The Planning Committee will normally meet on the first Monday in every month. The Committee shall from time to time fix its own day and hour of meeting and notify the Council. The following will be published on the Council's website at least 5 working days in advance of the meeting:
  - Committee meeting dates and times; and

- The Schedule of Applications to be determined by the Planning Committee

## SCHEME OF DELEGATION

10. A Scheme of Delegation is where decision making for local applications is delegated to an appointed Officer rather than the Council, thereby enabling speedier decisions and improved efficiency. Section 31(1) of the Planning Act (Northern Ireland) 2011 requires a Council to produce a Scheme of Delegation for operation in its area.
11. The Council's Planning Scheme of Delegation relates only to applications falling within the category of **local development** as defined under regulation 2 of The Planning (Development Management) Regulations (Northern Ireland) 2015. Certain statutory restrictions that apply to the Council's Scheme of Delegation prevent certain types of applications from being delegated to Officers, thereby requiring them to be determined by the Planning Committee. These restrictions are set out in Part A of the Council's approved Scheme of Delegation.
12. The Council's Scheme of Delegation is approved by the Department for Infrastructure in accordance with Section 31 of the Planning Act (Northern Ireland) 2011.
13. In accordance with regulation 10 of the Planning (Development Management) Regulations (Northern Ireland) 2015, the Scheme is available to view on the Council's website [www.lisburncastlereagh.gov.uk](http://www.lisburncastlereagh.gov.uk). A copy is also available at the Island Civic Centre, The Island, Lisburn, Co Antrim, BT27 4RL.
14. The Scheme of Delegation will be reviewed periodically to ensure that it remains current and relevant.

## ENFORCEMENT

15. Planning Officers will prepare a quarterly report on the progress of formal enforcement cases which will be circulated to all Members of the Council, detailing the number of notices issued, and convictions obtained, as opposed to providing details of individual cases.

## REFERRAL OF DELEGATED APPLICATIONS TO THE PLANNING COMMITTEE

*Weekly List of Delegated Applications with recommendation to refuse and/or approve with objections received*

16. Where applications have been delegated to Officers and the decision is to refuse planning permission, **Members of the Council** will be notified by email of the recommendation and the reason for the recommendation. If a recommendation is to approve and objections have been received, **Members of the Council** will also be notified by email of the nature of the objections and how they have been considered. If considered appropriate, Members can then request that an application be referred to the Planning Committee for determination.
17. Planning reasons explaining why the application should be determined by the Planning Committee must accompany all such requests. Members should refer to paragraphs 9 of

DMPN 15 – Councils Schemes of Delegation which offers examples of sound and appropriate reasons for referral<sup>1</sup>.

18. In such cases, Members **must** submit a request to the Planning Unit via email to the [planning@lisburncastlereagh.gov.uk](mailto:planning@lisburncastlereagh.gov.uk) inbox clearly stating the planning reason(s) for the request. A Member has 5 working days from the date of the email notification sent to Members under paragraph 16 above in which to submit a request.
19. On receipt of a request, the Chairperson (or Vice Chairperson where applicable) shall liaise with an authorised officer where the reasons provided are not considered sound or appropriate.
20. Where it is agreed that the reason(s) is not sound or appropriate, the referring Member will be advised accordingly.
21. A notification email will be issued to all Members on a weekly basis to advise which applications have been referred to Planning Committee.
22. The Head of Planning and Capital Development or authorised officer may also consider it prudent to refer a delegated application to the Planning Committee for determination. Where the authorised officer considers it prudent to refer a delegated application to Committee, the matter will be discussed and agreed with the Chairperson presiding on this application.

## FORMAT OF PLANNING COMMITTEE MEETINGS

23. Lisburn & Castlereagh City Council will operate its Planning Committee in accordance with its own Standing Orders. The Schedule of Applications to be determined by the Planning Committee will be posted to the Planning Portal website 5 working days prior to the Committee Meeting.

### *Standard Items*

24. The agenda will allow for the inclusion of the following items:
  - Notice of meeting;
  - Apologies;
  - Approval of the minutes of the previous meeting;
  - Declaration of Interests;
  - Schedule of Planning Applications;
  - Other Reports for Noting
  - Development Plan and Enforcement matters (quarterly)AOB

### *Committee Papers*

25. All Planning Committee Members will be sent an agenda in advance of the Committee meeting. The following papers (where appropriate) will also be provided:
  - Minutes of the previous meeting for approval as a complete record;

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<sup>1</sup> [https://www.infrastructure-ni.gov.uk/sites/default/files/publications/infrastructure/dmpn-15-scheme-of-delegation-v1-april-2015\\_0.pdf](https://www.infrastructure-ni.gov.uk/sites/default/files/publications/infrastructure/dmpn-15-scheme-of-delegation-v1-april-2015_0.pdf)

- Schedule of Applications to be Determined (including those brought back following deferral) for consideration by the Committee;
  - Details of applications of regional significance which will have an impact upon the Council area and the Council is a statutory consultee or where it may wish to make a representation;
  - Performance Management Reports;
  - Details of Local Development Plan issues (as required);
  - Details of relevant Enforcement Matters (as required); and
  - Details of proposed Pre-determination hearings (as required).
26. A Pre-Planning Committee Meeting may be held with the Chairperson and Vice Chairperson and other officials in advance of the scheduled Committee meeting taking place.
27. Where necessary, Planning Officers will prepare an addendum report to provide Members with any relevant updates since the agenda was issued.
28. Planning Committee meetings will be open to the public except when access may be restricted in accordance with Section 42 of the Local Government Act (Northern Ireland) 2014.

#### *Declaration of Interests*

29. At the beginning of **every** meeting, Members will be asked to declare whether they have a pecuniary and/or significant private or personal non-pecuniary interest in any item on the agenda.
30. Should a Member declare such an interest they must have regard for the Members Code of Conduct and it is recommended that they leave the meeting room for the duration of that item unless they have registered to speak on the item. Members will then be invited to return to the meeting room and notified of the Committee's decision before the meeting recommences. In this circumstance the Member will be invited into the room to address the Committee and answer questions at an appropriate time.
30. Where a Member, in advance of the relevant Committee meeting, has taken a firm view on a planning application (in essence they have "pre-determined" the application) that Member should make an open declaration at the beginning of the relevant meeting and leave the meeting room for that entire item unless they have registered to speak on the item. In this circumstance the Member will be invited into the room to address the Committee and answer questions at an appropriate time.
31. Once discussions are complete, the Member(s) will be invited to return to the meeting room. Notification of the Committee decision will be provided to the Member(s) before the meeting reconvenes.

#### **PRE-DETERMINATION HEARINGS**

32. The Planning Committee has a **mandatory** requirement to hold pre-determination hearings for those major applications which have been referred to the Department for Infrastructure for call-in consideration but returned to the Council for determination. The pre-determination

hearing should be heard by the Planning Committee and the related application should be decided by the Planning Committee.

33. The Council may also hold pre-determination hearings, at their own discretion, where it is considered necessary to take on board local community views as well as those in support of the development. In deciding whether to apply discretion, Members will take into account the following:
- Relevance of the objections in planning terms;
  - The extent to which relevant objections are representative of the community, particularly in the context of pre-application community consultation and
  - The numbers of representations against the proposal in relation to where the proposal is and the number of people likely to be affected by the proposal.
34. Applicants and those who have submitted relevant representations will be afforded an opportunity to be heard by the Council before it takes a decision. When holding a pre-determination hearing, the procedures will be the same as those applied to normal Planning Committee meetings. The Planning Officer will produce a report detailing the processing of the application to date, and the planning issues to be considered. In circumstances whereby the Committee decides to hold the hearing on the same day as it wishes to consider and determine the application, the report to Members will also include a recommendation.
35. Pre-determination hearings should take place **after** the expiry of the period for making representations on the application but **before** the Committee meets to discuss the application. Whilst the Committee will endeavour to hold its pre-determination hearings out with the Committee meeting at which the application will be considered, it is recognised that this may not always be possible.

## PUBLIC SPEAKING

### *Procedures for Public Speaking*

36. The following procedures will apply to Lisburn & Castlereagh City Council Planning Committee meetings.

### *Registering Requests*

37. Failure to comply with the following criteria will result in an invalid request to speak:
- Requests to speak should be received in writing to the Planning Unit or by email to [planning@lisburncastlereagh.gov.uk](mailto:planning@lisburncastlereagh.gov.uk) no later than 12 noon on the last working day prior to the scheduled Committee meeting.
  - The request must state whether they wish to speak in support or in opposition to a planning application.
  - Requests must be accompanied with a legible written representation of no longer than two sides of an A4 page. This can be written or typically typed in a font such as Arial, minimum size 10, summarising the points to be addressed and provide supplementary information (to include, for example, photographs or otherwise) in support of their case. The written submission is not intended to replace a speaking note if a speaker wishes

to expand on the points raised in the meeting. Exceptions to this, so as to accommodate equality of access, will be at the discretion of the Chairperson.

- A contact number and/or email address must be provided to allow individuals to be invited to/participate in meetings either in person or remotely through on-line access.
- Late requests may be accepted by the Chairperson in exceptional circumstances.

#### *Circulation of Information*

38. The written representation submitted when registering to speak will be circulated to Members in advance of the Committee meeting. Any written representation received after this time will **not** be circulated unless it is agreed by the Chairperson.
39. No documentation must be circulated at the meeting to Members by speakers. If speaking remotely the sharing of any media will not be permitted.
40. MPs/MLAs and all Members may speak about an application. They will be afforded **3 minutes**. Where more than one elected representative is registered to speak for or against a proposal they are encouraged to seek areas of common ground to avoid duplication of issues and questions. Where possible elected representatives are encouraged to share the speaking time allowed.
41. Members of the public in support or objection to a proposal will be afforded **3 minutes** to speak about an application. Where more than one person is registered to speak for or against a proposal only one person from those objecting to the proposal and one person in support of the proposal will be allowed to speak.

#### *Questions of Clarification*

42. Members of the Planning Committee can seek clarification from those individuals who have addressed the Committee through the Chairperson. Members must not enter into a debate on any issue raised until the Chairperson opens the formal debate of all issues before the Committee.
43. When invited by the Chairperson, Planning Officers can address any issues raised and Planning Committee Members can question Planning Officers through the Chairperson.
44. The Chairperson may agree to accept representations outside these procedures.

#### **COMMITTEE DECISIONS**

45. The main role of the Planning Committee is to consider applications made to the Council as the Local Planning Authority and decide whether or not they should be approved.

#### *Committee Decision Making Options*

46. The Committee will discuss applications presented to it before taking a vote.
47. Where the recommendation by the officer is accepted the following options are available;
  - Approve the application with conditions as recommended;
  - Approve the application with amended conditions;
  - Refuse the application for the reasons recommended;

- Refuse the application with additional or different reasons recommended
48. Where the recommendation by the officer is not accepted the following options are available:
- Approve the application demonstrating how the relevant policy has been fully engaged with appropriate conditions in consultation with an authorised officer;
  - Approve the application with conditions to be drafted by an authorised officer and approved by Members at the next Planning Committee meeting;
  - Refuse the application with a precise reason or reasons for refusal demonstrating how the relevant policy has been fully engaged.
49. Members must be present for the complete discussion on the item otherwise they cannot take part in the debate or vote on that item.
50. Except where a decision on a planning application is unanimous a recorded vote will be taken.
51. The Chairperson of the Planning Committee has a casting vote.

#### *Decisions Contrary to officer recommendation*

52. The decision as to whether planning permission should be approved or refused lies with the Committee. The views, opinions and recommendations of Planning Officers may on occasion be at odds with the views, opinions or decision of the Planning Committee or its Members. This is acceptable where planning issues are finely balanced.
52. The Committee can accept or place a different interpretation on, or give different weight to the various arguments and material considerations.
53. If the Committee is minded to make a decision contrary to Officer recommendation in accordance with paragraph 48 then:
- The proposer of the motion to go against the Planning Officer's recommendation, or the Chairperson, should state the planning reasons for the proposed decision before a vote is taken. The reasons should be clear, necessary, reasonable and be based on material planning considerations;
  - The Authorised Planning Officer present at the meeting should be given the opportunity to comment upon whether the proposed reasons for the decision are valid and, if an approval is proposed, to recommend appropriate conditions;
  - A detailed minute of the Committee's reasons for departing from the recommendation should be taken and a copy placed on the application file.

#### *Appeal contrary to officer recommendation*

54. In the event of an appeal against a refusal of planning permission contrary to Officer recommendation, the Committee should decide who should attend the appeal to defend the decision. The following options are available:
- Members who proposed and seconded a motion to refuse contrary to Officer recommendation may be called as Council witnesses; and
  - Different Planning Officers from those who made the original recommendation and/or decision making process may be used.

### *Decisions Contrary to Local Development Plans*

55. Councils are required by the Planning (Notification of Applications) Direction 2017 to formally notify the Department where they are minded to grant planning permission for certain types of application.
56. The direction restricts the grant of planning permission and requires a council to send information to the Department.
57. The schedule attached to the notification direction sets out the following circumstances when councils should notify the Department.
  - A major development application which would significantly prejudice the implementation of the local development plans objectives and policies;
  - A major development application which would not be in accordance with any appropriate marine plan adopted under the Marine Act (Northern Ireland) 2013; or
  - A government department or statutory consultee has raised a significant objection to a major development application.
58. If a Committee Member proposes, seconds or supports a decision which is contrary to the Local Development Plan or which will significantly prejudice the implementation of the Local Development Plan's objectives and policies, they will need to provide valid planning reasons to justify their decision and/or clearly explain why their decision will not significantly prejudice the implementation of the Local Development Plan's objectives and policies.
59. If the decision would significantly prejudice the implementation of the current and/or emerging Local Development Plan's objectives and policies then the Planning Officer must be given the opportunity to comment on the reasons provided by Members under paragraph 58 above and on whether the decision requires referral to the Department for Infrastructure.
60. The reasons for any decisions which are made contrary to the Local Development Plan will be formally recorded in the minutes and a copy placed on the application file.

### **DEFERRALS**

61. The Planning Committee can decide to defer consideration of an application to a future meeting for the following reasons:
  - For further information;
  - Further negotiations; and/or
  - For a site visit.
62. Members should be aware that deferrals will inevitably have an adverse effect on processing times, and therefore should be an exception. Deferral of a decision to a later Committee meeting can, however also be used to allow time for reflection, where the Committee is minded to refuse a proposal against officer recommendation. This can allow time to reconsider, manage the risk associated with the action, seek legal advice and ensure that Planning Officers can provide additional reports and draft reasons for refusal.

### **SITE VISITS**

63. It is important that requests for site visits are handled in a consistent and organised manner, and that administrative and procedural arrangements on site are understood. The reasons for a site visit should be clearly stated and minuted.

64. Site visits form part of the meeting of the Planning Committee and Members intending to declare a pecuniary and/or significant private or personal non-pecuniary interest in an application or who have pre-determined an application should not attend the site visit. As minimum, those Members who proposed and seconded the site visit should make every effort to attend, so that they understand the issues when the matter is considered at the following Planning Committee meeting. If a Member is unable to attend as site visit they should give consideration to their ability to participate in the decision making process when the item is returned to a later meeting.

#### *Arranging a site visit*

65. Where a site visit is deemed to be required by Members, the site visit will be carried out in accordance with relevant legislation and guidance in place at the time of the site visit.
66. A Planning Officer will contact the applicant/agent to arrange access to the site. Invitations will be sent to Members of the Planning Committee. Only Members of the Planning Committee, Planning Officers and Council Officials will be permitted to attend the site visit.
67. The full Planning Committee should attend unless there are good reasons not to.
68. It is important for the integrity of the planning process that Planning Committee Members do not carry out their own unaccompanied site visits.
69. A record of the date of the site visit, attendees and any other relevant information will be retained.

#### *Site Visit Procedure*

70. The Chairperson of the Planning Committee will oversee the conduct of site visits. They will start promptly at the time notified to Members and interested persons. At the request of the Committee Chairperson, the Planning Officer may be invited to describe the proposal to Members. Whilst Committee Members will be expected to be familiar with the Planning Officer's report, plans/drawings may be used where necessary.
71. The Planning Officer may indicate 'matters of fact' in relation to the proposal and surrounding land which Members can then take account of. Through the Committee Chairperson, Members can ask the Planning Officer for factual clarification on any planning matter relating to the proposal or surrounding land, such as distances to adjoining properties or the location of proposed car parking.
72. At no time during the site visit should Members debate the merits of the planning application. To do so out with the Planning Committee meeting might imply that Members had made their minds up.
73. At no time during the site visit should the applicant, their agent, any objector or any other Member of the public be allowed to address Members. The public right to address the Planning Committee does not arise until the item is reached on the Committee agenda.
74. In order to assist Members to retain their objectivity, they should keep together in one group with the Chairperson, Planning Officers and Council Officials and should avoid breaking away into smaller groups. Once the site visit is concluded, Members should leave the site promptly.

*Record Keeping*

75. The Council will keep a record of Member's attendance at the site visit.
76. The record will be presented to the next meeting of the Planning Committee scheduled to discuss the particular application.

**REVIEW OF DECISIONS**

77. Best practice suggests that in order to assess the quality of decision making, Members should inspect a sample of implemented planning decisions on an annual basis.
78. Lisburn & Castlereagh City Council's Planning Committee will on an annual basis inspect a sample of implemented planning decisions to assess the quality of the decision making.
79. In addition, to give assurances that the Scheme of Delegation is operating effectively, this inspection will also include a sample of decisions delegated to officers.

**LEGAL ADVISER**

80. The Lisburn & Castlereagh City Council Planning Committee will have access to legal advice on planning matters at each of its meetings.

**REVIEW OF PROTOCOL**

81. The reform of local government saw the majority of planning functions transfer to Local Councils in April 2015. This Protocol will therefore be monitored and procedures reviewed as necessary to ensure that they remain current and relevant to the operational needs of the Lisburn & Castlereagh City Council Planning Committee.

**TRAINING**

82. A Member shall not participate in decision making at meetings of the Planning Committee if they have not attended the training prescribed by the Council.
83. Members of the Planning Committee shall also endeavour to attend any other specialised training sessions provided, since these are designed to extend the knowledge of the Member on planning law, regulations, procedures and development plans and to generally assist the Member in carrying out their role properly and effectively.



<b>Committee:</b>	Council
<b>Date:</b>	27 August 2024
<b>Report from:</b>	Chief Executive

**CONFIDENTIAL REPORT**

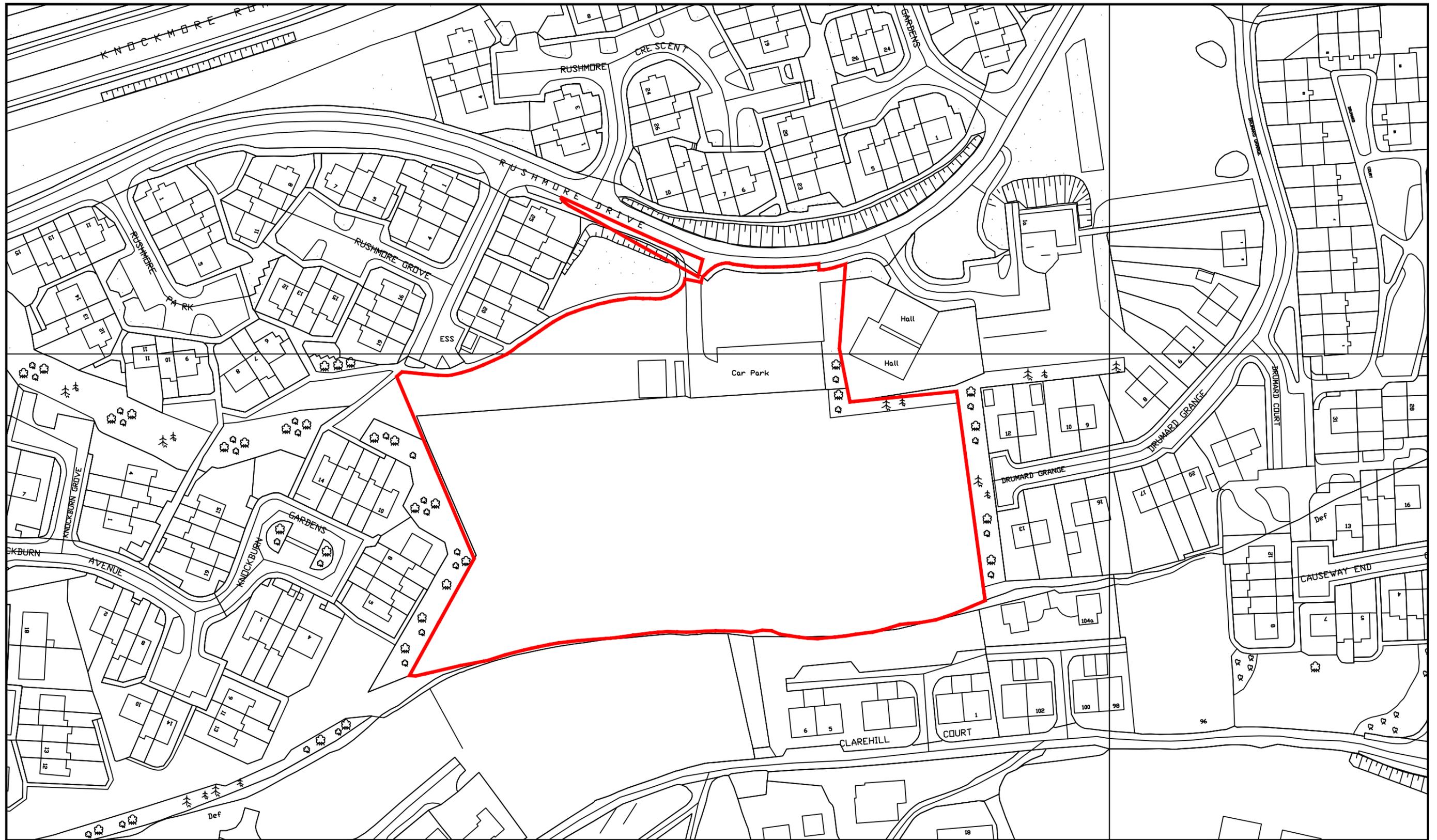
<b>Reason why the report is confidential:</b>	Information relating to the financial or business affairs of any particular person (including the Council holding that information)
<b>When will the report become available:</b>	
<b>When will a redacted report become available:</b>	On completion of lease amendments (subject to Member approval)
<b>The report will never become available:</b>	

<b>Item for:</b>	Decision
<b>Subject:</b>	Delegated Authority Request

1.0	<p><b><u>Background</u></b></p> <ol style="list-style-type: none"> <li>1. The Council owns approximately 4.5 acres of land at Rushmore, Lisburn as shown on the map attached (<b>see Appendix</b>). The property has been leased to Ballymacash Sports Academy (BSA) since 2018 and the lease expires 31<sup>st</sup> March 2043. BSA has written to the Council seeking permission to amend their lease to permit flexibility in meeting wider community benefits associated with the project they are pursuing.</li> <li>2. The current lease has restrictions to protect the Council against undue risks but this in turn impacts on how BSA manage and utilise their own assets for maximum community impact. BSA has indicated that their proposals can mitigate any additional risks to the Council. Officers are currently exploring these proposals further.</li> <li>3. BSA are recipients of the Council's CIF Fund and Levelling Up Community Fund and their new clubhouse nears completion. Due to rising construction costs as a result of inflation, they have had to limit their scope of works but wish now to advance these wider stated ambitions.</li> <li>4. Currently the lease property comprises a sports pitch, clubhouse, car park and ancillary grounds.</li> </ol> <p><b><u>Key Issues</u></b></p> <ol style="list-style-type: none"> <li>1. BSA has a number of contractual and funding time constraints, which creates a necessity for as early a decision as is possible in order to inform which approach to follow in order to meet their needs.</li> <li>2. Consequently, it is proposed that the Council delegates authority to the September Regeneration and Growth Committee to consider the detail of their ask, associated risk mitigation, and any acceptable amends to their current lease.</li> </ol>
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2.0	<p><b><u>Recommendation</u></b></p> <p>It is recommended that the Council considers and agrees to provide delegated authority to the September Regeneration and Growth Committee to take the matter forward in respect of considering any amends to the current lease.</p>	
3.0	<p><b><u>Finance and Resource Implications</u></b></p> <p>There are no financial implications related to granting delegated authority to the Committee.</p>	
4.0	<p><b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b></p>	
4.1	Has an equality and good relations screening been carried out?	N/A
	The report is in connection with granting delegated authority to Committee.	
4.2	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
	The report is in connection with granting delegated to Committee.	

<b>Appendices:</b>	Appendix 1 – Site map
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**Regeneration & Growth Assets**  
 Civic Headquarters  
 Lagan Valley Island  
 Lisburn BT27 4RL  
 Tel: 028 9250 9250  
 www.lisburncastlereagh.gov.uk  
 Donal Rogan Director of Regeneration & Growth

notes:

title:  
 Ballymacash Sports Academy,  
 Rushmore Drive, Lisburn.

os ref:	165/06	scale(s):	1/1250 @ a3
date:	19/08/24	drawn by:	G Young

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<b>Committee:</b>	Council Meeting
<b>Date:</b>	27 August 2024
<b>Report from:</b>	Chief Executive

## CONFIDENTIAL REPORT

<b>Reason why the report is confidential:</b>	Information relating to the financial or business affairs of any particular person (including the Council)
<b>When will the report become available:</b>	
<b>When will a redacted report become available:</b>	After the agreement is signed and sealed
<b>The report will never become available:</b>	

<b>Item for:</b>	Decision
<b>Subject:</b>	Requirement to enter into a Section 76 planning agreement for planning application LA05/2020/0545/F

1.0	<p><b><u>Background</u></b></p> <p>1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:</p> <ul style="list-style-type: none"> <li>▪ Facilitate or restrict the development or use of land in any specified way;</li> <li>▪ Require specified operations or activities to be carried out in, on, under or over land;</li> <li>▪ Require the land to be used in a specified way;</li> <li>▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically.</li> </ul> <p><b><u>Key Issues</u></b></p> <p>1. It was resolved at a meeting of the planning committee in October 2023 to grant planning permission for the demolition of 25 Carrowreagh Road and erection of 62 dwellings, 4 apartments, garages, open space with equipped children’s play, landscaping, access arrangements and other associated site works on lands immediately adjacent to and north of 104-120 Millreagh Avenue and to the rear of 2-18 (evens) Millreagh Grove Dundonald.</p> <p>2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.</p> <p>3. The agent confirmed that a minimum of 14 residential units will be provided as affordable housing to meet the requirement of the policy. These units will be provided at an alternative location.</p>
-----	---

4. A scheme at the alternative location was not yet designed for the proposed affordable housing due to a time constraint but in reaching the decision this was counterbalanced against the need to keep existing construction personnel on site delivering this and other phases of the approved development. This constraint is taken account of in the drafting of the agreement.
5. The section 76 agreement includes a timescale for a separate affordable housing planning application to be submitted within 12 weeks of this application being approved.
6. The specific requirements of the agreement are as follows:

### **AFFORDABLE HOUSING**

The Developer Covenants to the Council as follows:

1. The Developer hereby agrees to restrict the development of the Belfast Road land for Affordable Housing only.
2. Prior to the Commencement of Development of the Phase 4 permission, and within 12 weeks, the Developer shall submit the Affordable Housing Application to the Council.

The Developer and Owner Covenant to the Council as follows:

3. Until the Affordable Housing Permission has issued the Developer and Owner hereby agree that no more than 52 Residential Units (66 less the 14 required under HOU 10) permitted by the Phase 4 Permission can be occupied.
4. The Developer and Owner hereby agree that prior to the Occupation of more than 59 Residential Units permitted by the Phase 4 Permission the Developer must have provided 10 of the Affordable Housing Units approved by the Affordable Housing Permission Available for Occupation.
5. The Developer and Owner hereby agree that prior to the Occupation of more than 65 Residential Units permitted by the Phase 4 Permission the Developer must have provided the final 4 Affordable Housing Units approved by the Affordable Housing Permission Available for Occupation.
6. The Developer and Owner hereby agree that in the event that the Affordable Housing Application is refused:
  - a. The Developer shall deliver 14 Affordable Housing Residential Units within the Phase 4 Permission; and
  - b. prior to the occupation of more than 52 Residential Units permitted by the Phase 4 Permission, the Developer shall provide to the Council a schedule of those Residential Units within the Phase 4 Permission to be made Available for Occupation as Affordable Housing in accordance with this paragraph.
7. These triggers are aimed at ensuring the full delivery of the affordable housing element consistent with requirements of policy HOU10 and in tandem with the other homes for private sale.

8. 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.
9. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Council's constitution and the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.

2.0 **Recommendation**

It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.

3.0 **Finance and Resource Implications**

In accordance with the miscellaneous provisions set out at section 8 of the agreement:

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 pay to the Council on completion of this Deed a fee of five thousand pounds (£5000.00) 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
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4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	
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**Appendices:**

**APPENDIX 1 CONFD** – Section 76 Agreement – LA05/2020/0545/F  
 APPENDIX 1a CONFD - Section 76 Agreement – LA05/2020/0545/F – Belfast Road Lands  
 APPENDIX 1b CONFD - Section 76 Agreement – LA05/2020/0545/F – Phase 4 Lands

Dated 2024

**LISBURN & CASTLEREAGH CITY COUNCIL (1)**

and

**ANTRIM CONSTRUCTION CO. LIMITED (2)**

and

**BLAKISTON HOUSTON ESTATE COMPANY (3)**

and

**NORTHERN BANK LIMITED (4)**

---

**PLANNING AGREEMENT UNDER SECTION 76 OF THE PLANNING ACT  
(NORTHERN IRELAND) 2011 RELATING TO LANDS IMMEDIATELY  
ADJACENT TO AND NORTH OF 104-120 MILLREAGH AVENUE AND TO THE  
REAR OF NO'S 2-18 (EVENS) MILLREAGH GROVE DUNDONALD BT16 1SU**

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**THIS DEED** is made on the        day of October 2024

**BETWEEN**

- (1)        **LISBURN & CASTLEREAGH CITY COUNCIL** of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL (“the **COUNCIL**”);
- (2)        **ANTRIM CONSTRUCTION CO. LIMITED** of Ladyhill House, 130-134 High Street, Holywood, Co Down, BT18 9HW (the “**DEVELOPER**”);
- (3)        **BLAKISTON HOUSTON ESTATE COMPANY** of 28 Carrowreagh Road, Dundonald, Belfast, BT16 0TS (“the **OWNER**”);
- (4)        **NORTHERN BANK LIMITED** of Donegall Square West, Belfast, BT1 6JS (“the **Mortgagee**”)

**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 Phase 4 Lands is situated.
- (B)        The Owner is the freehold owner of the land comprised within Folio DN 1111781 which forms part of the Phase 4 Lands free from encumbrances, while the Developer is the freehold owner of the balance of the Phase 4 lands comprised within part of Folio DN 188426 which is free from encumbrance save for a charge in favour of the Mortgagee.
- (C)        The Developer has made the Planning Application and is proposing to carry out the Development upon the Phase 4 Lands.
- (D)        The Developer is the owner of the Belfast Road Lands free from encumbrance save that part of the lands held in Folio DN144319L, DN 144066 and DN 188426 which are subject to a charge in favour of the Mortgagee.
- (E)        The Mortgagee has confirmed its consent to the Planning Application and Affordable Housing Application and to this deed being registered on the Statutory Charges Register in accordance with Clause 7 below.
- (F)        The Council having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 2<sup>nd</sup> October 2023 to grant the Phase 4 Planning Permission on foot of the Planning Application for the Development, subject to the prior completion of this agreement.

## AGREED TERMS

### 1. INTERPRETATION

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

#### 1.1 Definitions:

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

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

**“Affordable Housing Application”** means a full planning application for Affordable Housing on the Belfast Road Land to deliver the Affordable Housing Units.

**“Affordable Housing Permission”** a full planning permission for Affordable Housing on the Belfast Road Land to deliver the Affordable Housing Units.

**“Affordable Housing Units”** a minimum of 14 Residential Units to be provided for Affordable Housing.

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

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

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

<b>“Belfast Land”</b>	<b>Road</b>	all those lands comprised within the lands delineated in red on the plan held on Plan 1 at <b>ANNEX A</b> and held in Folios DN 144319L, DN 144066 and DN 188426.
<b>"Commencement of Development"</b>		<p>the carrying out in relation to the Development of any material operation as defined by section 63 of the Planning Act but disregarding for the purposes of this deed and for no other purpose, the following operations:</p> <ul style="list-style-type: none"> <li>• demolition works;</li> <li>• site clearance;</li> <li>• ground investigations;</li> <li>• site survey works;</li> <li>• temporary access construction works;</li> <li>• archaeological investigation; and</li> <li>• erection of any fences and hoardings around the Property.</li> </ul> <p><b>Commence, Commences</b> and <b>Commenced</b> shall be construed accordingly.</p>
<b>"Commencement Date"</b>		the date the Commencement of Development occurs.
<b>"Default Rate"</b>	<b>Interest</b>	2% per annum above the Base Rate.
<b>"Development"</b>		the development of the Phase 4 Lands authorised by the Phase 4 Planning Permission.
<b>“Intermediate Housing”</b>		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.
<b>“Intermediate Housing for Rent”</b>		means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household’s total income or the proportion of the total income likely to be spent on housing costs.

<b>"Local Plan"</b>	means the Lisburn & Castlereagh Local Development Plan 2032
<b>"Occupation"</b>	means actual occupation of any Residential Unit at the Development but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or for any substation leases granted to NIE. <b>Occupy</b> and <b>Occupied</b> shall be construed accordingly.
<b>"Phase 4 Lands"</b>	lands immediately adjacent to and north of 104-120 Millreagh Avenue and to the rear of no's 2-18 (evens) Millreagh Grove Dundonald BT16 1SU shown edged red on Plan 2 at <b>ANNEX B</b> and held in Folio DN 1111781 and DN 188426.
<b>"Phase 4 Planning Permission"</b>	the planning permission resolved to be issued by the Planning Committee of the Council on foot of the Planning Application.
<b>"Planning Application"</b>	the application for full planning permission submitted to the Council on 15 <sup>th</sup> July 2020 for the " <i>demolition of 25 Carrowreagh Road and erection of 62no. dwellings &amp; 4 apartments, garages, open space with equipped children's play, landscaping, access arrangements and other associated site works (66 no. residential units in total, scheme previously approved under Y/2009/0031/RM)</i> " and assigned reference LA05/2020/0545/F.
<b>"Residential Unit"</b>	a building or part of a building intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.
<b>"Social Rented Housing"</b>	housing provided at an affordable rent by a Registered Housing Association; that is, one which is registered and regulated by the Department for Social Development as a social housing provider. Social rented accommodation should be available to households in housing need and is offered in accordance with the Common Selection Scheme, administered by the Northern Ireland Housing Executive, which prioritises households who are living in unsuitable or insecure accommodation.
<b>"Working Day"</b>	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Northern Ireland.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions; and in the case of the Mortgagee, any appointed receiver, administrative receiver, administrator, or any other person appointed under any security documentation to enable the Mortgagee to realise its security.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually, SAVE FOR the purchasers of a Residential Unit from Developer.

## **2. STATUTORY PROVISIONS**

- 2.1 This deed constitutes a planning agreement for the purposes of section 76 of the Planning Act.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Developer, the Owner and Mortgagee with the knowledge that they bind the interests held by those persons in the Phase 4 Lands and Belfast Road Lands.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 76 of the Planning Act.
- 2.4 Insofar as any of the covenants, restrictions or obligations contained in this deed are not planning obligations within the meaning of the Planning Act, they are entered into freely by the Council, the Developer, the Owner and Mortgagee pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling

powers with the intention that they bind the interests held by those persons in the Phase 4 Lands and Belfast Road Lands, and their successors and assigns.

### **3. CONDITIONALITY**

All obligations contained within this deed shall come into effect and bind the Phase 4 Lands and Belfast Road Lands from the date of grant of the Phase 4 Planning Permission.

### **4. COVENANTS TO THE COUNCIL**

The Developer and Owner covenant with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1 as they fall to each to perform.

### **5. RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Belfast Road Lands and/or Phase 4 Lands to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.

### **6. DETERMINATION OF DEED**

6.1 The obligations in this deed (with the exception of clause 8) shall cease to have effect if before the Commencement of Development, the Phase 4 Planning Permission:

6.1.1 expires;

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

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

### **7. STATUTORY CHARGE**

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

### **8. COUNCIL'S COSTS**

- 8.1 The Developer shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.
- 8.2 The Developer shall pay to the Council on or before the date of this deed a fee of £5000 as a contribution towards the Council's costs of monitoring the implementation of this Deed.

## **9. INTEREST ON LATE PAYMENT**

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

## **10. OWNERSHIP**

- 10.1 The Owner, and Developer warrant that no person other than the Owner and Developer have any legal or equitable interest in the Phase 4 Lands save for the Mortgagee (which consents to this deed).
- 10.2 The Developer warrants that no person other than the Developer has any legal or equitable interest in the Belfast Road Lands save for the Mortgagee (which consents to this deed).

## **11. REASONABLENESS**

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

## **12. CANCELLATION OF ENTRIES**

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

## **13. 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.

**14. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities. In particular, nothing in this deed shall fetter the powers of the Council under the Planning Act relating to its determination of any planning application lodged in the future relating to the Phase 4 Lands or Belfast Road Lands.

**15. WAIVER**

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

**16. FUTURE PERMISSIONS**

16.1 This deed, to the extent outlined in the First Schedule, restricts the use of the Phase 4 Lands pursuant to the Phase 4 Planning Permission and Belfast Road Lands, to the extent outlined in First Schedule, in accordance with Section 76 of the Planning Act unless otherwise agreed by amendment to this deed in accordance with the Planning Act.

16.2 Nothing in this deed shall prohibit or limit the right to develop any part of the Phase 4 Lands or Belfast Road Lands in accordance with any planning permission (except for the Phase 4 Planning Permission or Affordable Housing Permission respectively, or any modification, variation or amendment thereof pursuant to section 54 of the Planning Act) granted after the date of the Phase 4 Planning Permission.

**17. AGREEMENTS AND DECLARATIONS**

17.1 The parties agree that:

17.1.1 nothing in this deed (including the covenants contained within Schedule 1 to this deed) constitutes a planning permission or an obligation to grant planning permission; and

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

**18. NOTICES**

18.1 Any notice or other communication to be given under this deed must be in writing and must be:

18.1.1 delivered by hand; or

18.1.2 sent by pre-paid first class post or other next working day delivery service.

- 18.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
- 18.2.1 to the Council at the Council's Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL marked for the attention of the Head of Planning;
  - 18.2.2 to the Developer at the address shown in this agreement;
  - 18.2.3 to the Owner at the address shown in this agreement; and
  - 18.2.4 to the Mortgagee at the address shown in this agreement.

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

- 18.3 Any notice or other communication given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:
- 18.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
  - 18.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.

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

## **19. THIRD PARTY RIGHTS**

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

## **20. GOVERNING LAW**

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

## **21. MORTGAGEES CONSENT**

- 21.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Phase 4 Lands and Belfast Road Lands shall be bound by the terms of this deed, as if it had been executed and registered as a statutory charge prior to the creation of the Mortgagee's interest in the Phase 4 Lands and Belfast Road Lands.
- 21.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Phase 4 Lands or Belfast Road Lands.
- 21.3 Subject to the provisions of Clause 21.2, the Mortgagee accepts and acknowledges that it shall continue to be bound by the terms of this deed, in circumstances where

the Mortgagee (or its successor(s) in title) has appointed a receiver, administrative receiver, administrator, or any other person appointed under any security documentation to enable the Mortgagee to realise its security.

- 21.4 Clauses 21.1 to 21.2 will apply equally to any future mortgagee from time to time holding a charge over the Phase 4 Lands and Belfast Road Lands.

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

THE COMMON SEAL OF THE COUNCIL  
was affixed in the presence of:

Authorised Signatory

Executed as a deed by  
**ANTRIM CONSTRUCTION CO. LIMITED**  
acting by a director in the presence of:

.....  
Director

.....  
SIGNATURE OF WITNESS  
NAME  
ADDRESS  
OCCUPATION

Executed as a deed by

**BLAKISTON      HOUSTON      ESTATE  
COMPANY**

acting by a director in the presence of:

.....

Director

.....

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION

Signed as a deed by **NORTHERN BANK LIMITED**  
acting by its attorney in the presence of:

.....

Attorney

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION

**SCHEDULE 1  
COVENANTS TO THE COUNCIL**

**AFFORDABLE HOUSING**

The Developer Covenants to the Council as follows:

1. The Developer hereby agrees to restrict the development of the Belfast Road Land for Affordable Housing only.
2. Prior to the Commencement Of Development of the Phase 4 Permission and within 12 weeks, the Developer shall submit the Affordable Housing Application to the Council.

The Developer and Owner Covenant to the Council as follows:

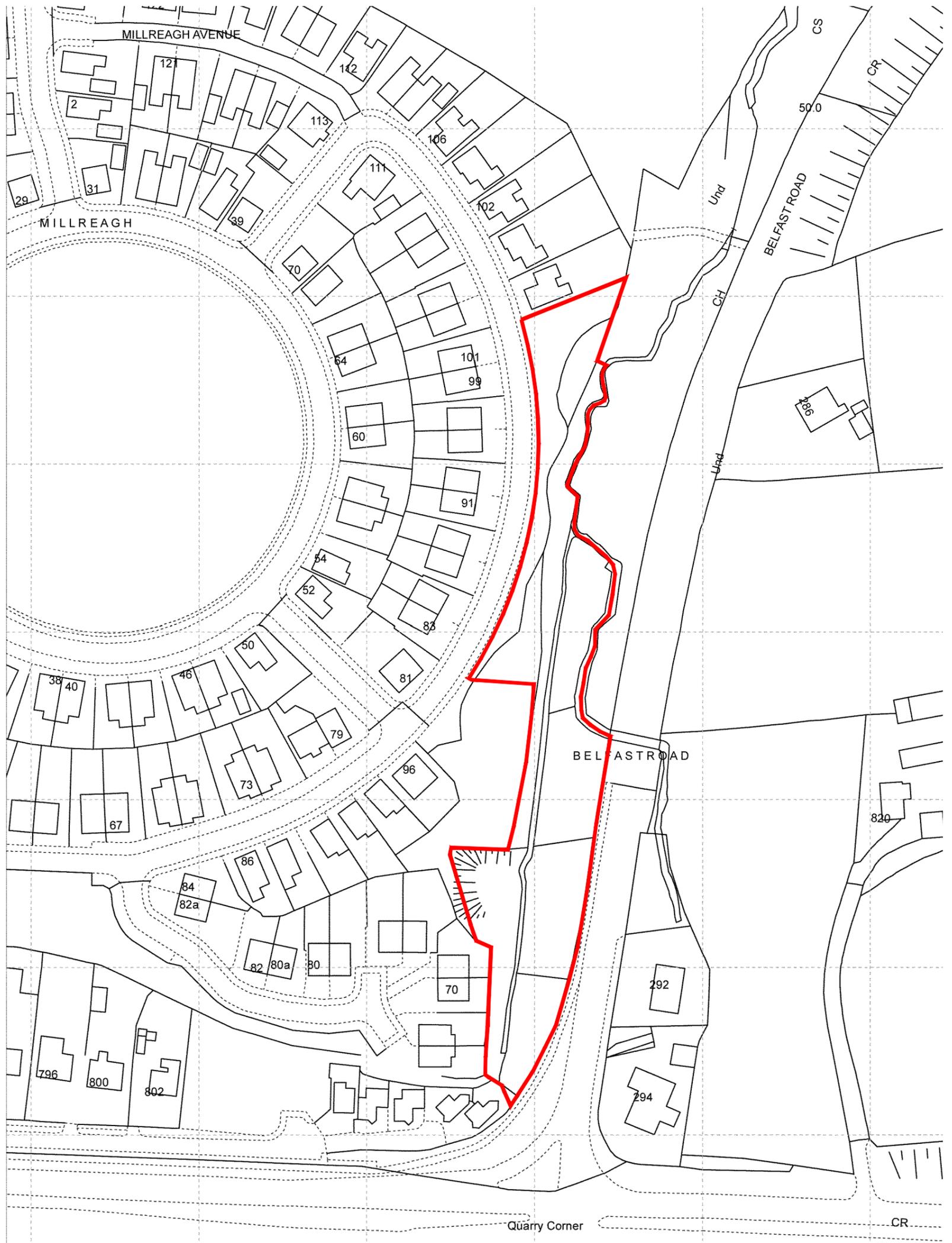
3. Until the Affordable Housing Permission has issued the Developer and Owner hereby agree that no more than 52 Residential Units (66 less the 14 required under HOU 10) permitted by the Phase 4 Permission can be occupied.
4. The Developer and Owner hereby agree that prior to the Occupation of more than 59 Residential Units permitted by the Phase 4 Permission the Developer must have provided 10 of the Affordable Housing Units approved by the Affordable Housing Permission Available for Occupation.
5. The Developer and Owner hereby agree that prior to the Occupation of more than 65 Residential Units permitted by the Phase 4 Permission the Developer must have provided the final 4 Affordable Housing Units approved by the Affordable Housing Permission Available for Occupation.
6. The Developer and Owner hereby agree that in the event that the Affordable Housing Application is refused:
  - a. The Developer shall deliver 14 Affordable Housing Residential Units within the Phase 4 Permission; and
  - b. prior to the occupation of more than 52 Residential Units permitted by the Phase 4 Permission, the Developer shall provide to the Council a schedule of those Residential Units within the Phase 4 Permission to be made Available for Occupation as Affordable Housing in accordance with this paragraph.

**ANNEX A – PLAN 1 – BELFAST ROAD LAND**

**ANNEX B – PLAN 2 – PHASE 4 LANDS**

NOTED DIMENSIONS TO BE FOLLOWED IN PREFERENCE TO SCALED DIMENSIONS AND REPORT ANY DISCREPANCY IMMEDIATELY

THE INFORMATION PROVIDED ON THIS DRAWING IN RESPECT OF STATUTORY OR OTHER EXTERNAL SERVICE INFORMATION CANNOT BE GUARANTEED TO BE ACCURATE. IS GIVEN FOR ASSISTANCE AND GENERAL GUIDANCE AND THAT ROUTES MAY DEVIATE ALAN PATTERSON DESIGN THEREFORE CAN TAKE NO RESPONSIBILITY FOR THE INFORMATION PROVIDED AND DOES NOT WARRANT ACCURACY OF THE SAME



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CLIENT	Antrim Construction Company	
PROJECT	Lands at Belfast Road, Dundonald	
DWG TITLE	SCALE/S	
Location Plan	1:1250 @ A3	
DATE	DRAWN BY	JOB NO
13-09-23	CAP	2386-050-01-03-001

**apd** RIBA #  
Chartered Practice

APD Architects Ltd.  
Darragh House  
112 Craigdaragh Road  
County Down BT19 1UB

028 91852582  
info@apdarchitects.com  
apdarchitects.com

Partners:  
Alan Patterson, Stephen Wilson  
Company Number 1667812

Drawing Title:  
**Site Location plan**

Site Area: 4.091 hectares / 10.109 acres

Key:

- Application Site Boundary 
- Public right of way within or adjacent to site 



RevA Red line revised at site entrance JC 28-01-20

Def  
**Lisburn & Castlereagh City Council**  
Area Planning Office  
RECEIVED  
15 JUL 2020  
LA05 / 28 / 05 45

**Drawing No. 01**

**LCCC**  
Lisburn & Castlereagh City Council



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<b>Committee:</b>	Council Meeting
<b>Date:</b>	27 August 2024
<b>Report from:</b>	Chief Executive

## CONFIDENTIAL REPORT

<b>Reason why the report is confidential:</b>	Information relating to the financial or business affairs of any particular person (including the Council)
<b>When will the report become available:</b>	After the agreement is signed and sealed
<b>When will a redacted report become available:</b>	
<b>The report will never become available:</b>	

<b>Item for:</b>	Decision
<b>Subject:</b>	Requirement to enter into a Section 76 planning agreement for planning application LA05/2022/1170/F

1.0	<p><b><u>Background</u></b></p> <p>1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:</p> <ul style="list-style-type: none"> <li>▪ Facilitate or restrict the development or use of land in any specified way;</li> <li>▪ Require specified operations or activities to be carried out in, on, under or over land;</li> <li>▪ Require the land to be used in a specified way;</li> <li>▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically.</li> </ul> <p><b><u>Key Issues</u></b></p> <p>2. It was resolved at a meeting of the planning committee in May 2024 to grant planning permission for a proposed residential development comprised of the erection of 141 residential units (81 detached dwellings; 44 semi-detached dwellings; 2 bungalows; and 14 apartments) including open space and landscaping, children's play area, access and all associated site works on lands north of Ballymaconaghy Road including 14 &amp; 22-24 Ballymaconaghy Road.</p>
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3. The recommendation presented was subject to the developers 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 Strategy; and
  - provide off-site infrastructure works to the road network with the construction of a roundabout at the junction of the Ballymaconaghy Road, Manse Road, Cairnshill Road and Newton Park and a pedestrian crossing on the Ballymaconaghy Road.
4. In accordance with the Second Schedule, the Developers' Covenant with the Council as follows:
- Within two weeks of and not less than one week prior to the Commencement of Development, the Developer will advise the Council in writing of the date on which development will commence ("**Development Commencement Notice**").
5. The specific requirements of the second schedule are as follows:

#### **PART A – PEDESTRIAN CROSSING WORKS**

- To complete the Pedestrian Crossing Works and to thereafter serve on the Council the Pedestrian Crossing Works Notice.
- Not to allow occupation of any dwelling on either the First Site or Second Site until it has received the Pedestrian Crossing Works Approval from the Council.

#### **PART B – ROUNDABOUT WORKS**

- To complete the Roundabout Works and to thereafter serve on the Council the Roundabout Works Notice.
- Not to allow occupation of the 91st dwelling on the aggregate of the First Site and Second Site until it has received the Roundabout Works Approval from the Council.

#### **PART C – EASEMENT**

- Where required by the Planning Permissions to complete works for the connection of foul sewage on the First Site and the Second Site, to enter into the Easement.

#### **PART D – EXISTING AGREEMENT**

- Nothing in this Deed prejudices the operation of or compliance by the parties with the Agreement dated 6 September 2021 made pursuant to section 76 of the Planning Act (Northern Ireland) 2011 between the Council (1), the First

Developer (2), the Second Developer (3) and Ortus Secured Finance I Limited (4) where the full planning permission dated [to be inserted later] granted under reference LA05/2019/0712/F is implemented.

## **AFFORDABLE HOUSING**

6. The Second Developer also covenants to comply with and perform the following;

- A total of 29 Residential Units in the Second Development shall be provided as Affordable Housing in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
- The Affordable Housing Units shall be located as shown in the plan annexed hereto in the Eleventh Schedule.
- Prior to Occupation of 75th Residential Unit permitted by the Second Planning Permission a minimum of 15 Affordable Housing Units shall be Available for Occupation.
- Prior to Occupation of 100th Residential Unit permitted by the Second Planning Permission a minimum of 29 Affordable Housing Units shall be Available for Occupation.

7. The Council Covenants with the Developers as follows:

### **PART A – Pedestrian Crossing Works**

1. Upon receipt of the Pedestrian Crossing Works Notice from the Developers in accordance with Part A of the Ninth Schedule, to consider and determine the Councils approval of the Pedestrian Crossing Works, with any relevant consultees, as soon as is reasonably practicable and to thereafter issue the Pedestrian Crossing Works Approval.

### **PART B – Roundabout Works**

2. Upon receipt of the Roundabout Works Notice from the Developers in accordance with Part B of the Tenth Schedule, to consider and determine the Council's approval of the Roundabout Works, with any relevant consultees, as soon as is reasonably practicable and to thereafter issue the Roundabout Works Approval.
8. 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.
9. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Councils constitution and the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.

2.0	<p><b><u>Recommendation</u></b></p> <p>It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.</p>	
3.0	<p><b><u>Finance and Resource Implications</u></b></p> <p>In accordance with the provisions set out at section 8 of the agreement:</p> <p>The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.</p> <p>A monitoring fee of one thousand pounds [£1000] is proposed to cover the monitoring of the affordable housing requirement for this proposal.</p>	
4.0	<p><b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b></p>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	<p>This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening.</p>	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	<p>This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.</p>	

<p><b>Appendices:</b></p>	<p><b>APPENDIX 1</b>CONF D – Section 76 Agreement – LA05/2022/1170/F  <b>APPENDIX 2</b>CONF D – Section 76 Agreement – LA05/2022/1170/F – Site Location Plan 1</p>
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**DEED OF AGREEMENT PURSUANT  
TO SECTION 76 OF THE PLANNING ACT (NORTHERN IRELAND) 2011**

**BETWEEN**

**1. LISBURN AND CASTLEREAGH CITY COUNCIL**

**2. FREDERICK FRASER & CO. LIMITED**

**JAVIAN LTD**

**JOHNCORP (NO.1) LIMITED**

**3. AIB GROUP (UK) PLC**

**Relating to lands East of the Ballymaconaghy Road and North of Knockbracken Road, Belfast,  
County Down**

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**THIS DEED** is made the                      day of                      2024

**BETWEEN**

- (1) **LISBURN AND CASTLEREAGH CITY COUNCIL** of Lagan Valley Island, Lisburn, Co. Antrim, BT27 4RL (the “**Council**”) and
- (2) **JAVIAN LTD (Company Number NI685355)** whose registered office address is situated at Unit 2, 232-240 Belmont Road, Belfast BT4 2AW; and  
**FREDERICK FRASER & CO. LIMITED (Company Number NI017600)** whose registered office address is situated at Windrush House, Newton Park, Saintfield Road, Belfast, BT8 4LT (together the “**First Developer**”); and  
**JOHNCORP (NO.1) LIMITED (Company Number NI622408)** whose registered office address is at Unit 1, Ground Floor, Adelaide Exchange, 24-26 Adelaide Street, Belfast, BT2 8GD (the “**Second Developer**”) (together the “**Developers**”)
- (3) whose registered office address is situated at 92 Ann Street, Belfast, BT1 3HH (the “**Funder**”)

**INTRODUCTION**

- 1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2. The Developers have Freehold and Leasehold interests in the Site.
- 3. The Funder has a secured charge over all of the Second Site and consents and agrees to this agreement.
- 4. The Funder has an interest in the lands contained within the Second Site.
- 5. The Council resolved on 1 February 2021 to grant the First Planning Permission and on 13 May 2024 to grant the Second Planning Permission subject to the Parties entering into this Deed.
- 6. The parties have agreed to enter into this Deed.

**NOW THIS DEED WITNESSES AS FOLLOWS:  
OPERATIVE PART**

**1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

- “**Act**”    the Planning Act (Northern Ireland) 2011 including any re-enactment or modification.
- “**Affordable Housing**”                      means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public

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

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

**“Affordable Housing Units”**

Residential Units for Affordable Housing

**“Available for Occupation”**

means together the following:

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

**“Commencement of Development”**

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

**“Easement”**

means the form of Easement to be entered into by the First Developer and the Second Developer attached hereto at the Eighth Schedule

**“First Application”**

the application for full planning permission submitted to the Council and allocated reference number LA05/2018/0847/F for the First Development includes any subsequent planning applications submitted under section 54 of the Act in relation to the Site unless the Council requires otherwise.

**“First Development”**

in accordance with the First Planning Permission, the erection of a residential development of 196 dwellings comprising 88 detached and 108 semi-detached dwellings, with associated open space (including equipped children’s play area) landscaping, pumping station and all other site and access works including new access junction from Ballymaconaghy Road, road widening of Ballymaconaghy Road and works to Four Winds roundabout.

**“First Planning Permission”**

the full planning permission subject to conditions to be granted by the Council pursuant to the First Application.

<b>"First Site"</b>	lands east of the Ballymaconaghy Road including 30, 32 and 34 Ballymaconaghy Road south of 24 Ballymaconaghy Road and north of 52 Knockbracken Road more fully described in the First Schedule and shown edged red on the First Site Plan
<b>"First Site Plan"</b>	the plan attached to this Deed showing the First Site and attached hereto at the Fifth Schedule.
<b>"Intermediate Housing"</b>	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.
<b>"Intermediate Housing for Rent"</b>	means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.
<b>"Occupation"</b>	means with respect to the residential units, to beneficially occupy but not including occupation by persons engaged in construction fitting out or decoration or occupation as a showroom or sales office for advertising or display purposes or occupation in relation to site security and management of the First Site and Second Site. <b>"Occupied"</b> shall be construed accordingly.
<b>"Pedestrian Crossing Works"</b>	means the installation of a pedestrian crossing on the Ballymaconaghy Road at the position shown on the detailed plan attached hereto at the Ninth Schedule
<b>"Pedestrian Crossing Works Approval"</b>	the notice to be provided by the Council to the Developer in accordance with Clause 1 of the Fourth Schedule of this Agreement confirming that obligation contained therein is discharged.
<b>"Pedestrian Crossing Works Notice"</b>	the notice to be provided by the Developer to the Council in accordance with Clause 2 of the Second Schedule of this Agreement advising that the Pedestrian Crossing Works are complete with said notice to include any evidence from the relevant highways authority where required.

<b>“Planning Permissions”</b>	together the First Planning Permission and the Second Planning Permission
<b>“Residential Unit”</b>	a building or part of a building intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.
<b>“Roundabout Works”</b>	means the works to be carried out to the roundabout known at the Fourwinds Roundabout at the junction of Ballymaconaghy Road, Cairnshill Road, Newtown Park and Manse Road as shown on the detailed plan attached hereto at the Tenth Schedule
<b>“Roundabout Works Approval”</b>	the notice to be provided by the Council to the Developer in accordance with Clause 2 of the Fourth Schedule of this Agreement confirming that obligation contained therein is discharged.
<b>“Roundabout Works Notice”</b>	the notice to be provided by the Developer to the Council in accordance with Clause 4 of the Second Schedule of this Agreement advising that the Roundabout Works are complete with said notice to include any evidence from the relevant highways authority where required.
<b>“Second Application”</b>	the application for full planning permission submitted to the Council and allocated reference number reference number LA05/2022/1170/F for the Second Development includes any subsequent planning applications submitted under section 54 of the Act in relation to the Site unless the Council requires otherwise.
<b>“Second Development”</b>	in accordance with the Second Planning Permission the erection of a residential development comprising 141 dwellings (81 detached, 44 semi-detached, 2 bungalows and 14 apartments), associated open space and landscaping, access and ancillary works.
<b>“Second Planning Permission”</b>	the full planning permission subject to conditions to be granted by the Council pursuant to the Second Application.
<b>“Second Site”</b>	lands north of Ballymaconaghy Road including 14 & 22-24 Ballymaconaghy Road Castlereagh more

fully described in the First Schedule and shown edged blue on the Second Site Plan.

**“Second Site Plan”**

the plan attached to this Deed showing the Second Site and attached hereto at the Sixth Schedule.

**“Social Rented Housing”**

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

**“Site”**

together the First Site and the Second Site

**“Site Plan”**

the plan showing the First Site and Second Site together and attached hereto at the Seventh Schedule of this Agreement.

**2. CONSTRUCTION OF THIS DEED**

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.

2.7. The headings and contents list are for reference only and shall not affect construction.

### **3. LEGAL BASIS**

3.1. This deed constitutes a planning agreement for the purposes of section 76 of the Planning Act.

3.2. The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Developers with the knowledge that they bind the interests held by those persons in the Site.

3.3. The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 76 of the Act.

3.4. Insofar as any of the covenants, restrictions or obligations contained in this deed are not planning obligations within the meaning of the Act, they are entered into freely by the Council and the Developers pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that they bind the interests held by those persons in Site, and their successors and assigns.

### **4. CONDITIONALITY**

This Deed is conditional upon the grant of the Planning Permissions save for the provisions of Clauses 7.1, 9, 10 and 11 which shall come into effect immediately upon completion of this Deed.

### **5. THE DEVELOPER'S COVENANTS**

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

### **6. THE SECOND DEVELOPER'S COVENANTS**

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

### **7. THE COUNCIL'S COVENANTS**

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

### **8. MISCELLANEOUS**

8.1. 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.

- 8.2. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3. This Deed shall be registered in the Statutory Charges Register by the Council in accordance with Section 245 of the Act.
- 8.4. Following the performance and satisfaction of all the requirements contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Statutory Charges Register in respect of this Deed and the preceding Deed dated 6 September 2021 made between the Council (1), the First Developer (2), the Second Developer (3) and Ortus Secured Finance I Limited (4).
- 8.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.6. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developers) it is modified by any statutory procedure or expires prior to the commencement of development pursuant to Section 23 of the Act.
- 8.7. No person shall be liable for any breach of the provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.8. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permissions) granted (whether or not on appeal) after the date of this Deed.
- 8.9. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.10. The Council hereby covenants on completion of this Deed to issue the decision notice granting the Planning Permission as soon as is reasonably practicable.
- 8.11. The First Developer (solely in respect of the lands comprised in the First Site) and separately the Second Developer (solely in respect of the lands comprised in the Second Site) warrant that no person or company other than the First Developer and Second Developer respectively have any legal or equitable interest in the First Site or the Second Site other than the Funder
- 8.12. The Funder consents to the terms of this Deed PROVIDED THAT the Funder shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Funder is in possession of all or any part of the Second Site over which it has a charge

## **9. NOTICES**

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

confirmatory copy is on the same day given by hand or sent by registered post or recorded delivery.

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

9.2.1. Council:

- (a) Addressed to: The Head of Service – Planning & Capital Development
- (b) Address: the postal address set out on page 1 of this Deed
- (c) Email: [Conor.Hughes@lisburncastlereagh.gov.uk](mailto:Conor.Hughes@lisburncastlereagh.gov.uk)

9.2.2. First Developer:

- (a) Addressed to: Brian Speers
- (b) Address: CMG Cunningham Dickey Solicitors, 18 May Street, Belfast, BT1 4NL
- (c) Email: [Brian.Speers@ccdsolicitors.co.uk](mailto:Brian.Speers@ccdsolicitors.co.uk)

9.2.3. Second Developer:

- (a) Addressed to: Paul O'Rourke
- (b) Address: Johncorp (No.1) Limited c/o Lotus Homes, The Factory, 184 Newry Road, Banbridge, BT32 3NB
- (c) Email: [paul.orourke@thelotusgroup.co.uk](mailto:paul.orourke@thelotusgroup.co.uk)

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

9.3.1. if despatched by first class, registered post – 48 hours from the time of posting to the relevant party (excluding the period from 5pm on a Friday to 8am on a Monday or on a day which is a bank or public holiday in Northern Ireland); or

9.3.2. if despatched by hand delivery – at the time of actual delivery; or

9.3.3. if despatched by email – the day upon which it is sent or the next working day where the email is sent between 5pm on a Friday to 8am on a Monday or on a day which is a bank or public holiday in Northern Ireland whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Post Office undelivered

9.4. In providing service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted (subject to clause 7.3) to the addresses specified at the beginning of the Deed. In proving service by email it shall be sufficient to prove that it was properly address and dispatched to the email address specified in clause 7.3.

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

#### **10. WAIVER**

No waiver (whether expressed or implied) by the Council or the Developers 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 Developers from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

#### **11. CHANGE IN OWNERSHIP**

The First Developer (solely in respect of the First Site) and separately the Second Developer (solely in respect of the Second Site) agree with the Council to give the Council written notice as soon as reasonably practicable of any change in ownership of any of their respective interests in the Sites occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Sites or unit of occupation purchased by reference to a plan.

PROVIDED ALWAYS that the sale of individual residential units within the Sites shall not constitute a change in ownership for the purposes of this clause.

#### **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. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of Northern Ireland and the parties submit to the non-exclusive jurisdiction of the Court of Northern Ireland.

#### **14. DELIVERY**

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

## **FIRST SCHEDULE**

### **PART A – THE FIRST DEVELOPERS TITLE**

ALL THAT part of the lands east of the Ballymaconaghy Road including 30, 32 and 34 Ballymaconaghy Road south of 24 Ballymaconaghy Road and north of 52 Knockbracken Road and are registered under Land Registry Folio Numbers 21487, 21504, DN208895, DN33387, DN40567 and DN47944 County Down and shown for the purposes of identification only outlined in red on the plan attached hereto at the Second Schedule.

The First Developer has a Freehold interest in the First Site.

### **PART B – THE SECOND DEVELOPERS TITLE**

ALL THAT part of the lands north of Ballymaconaghy Road including 14 & 22-24 Ballymaconaghy Road Castlereagh and is registered under Land Registry Folio Numbers 21486, 33856, 39121, 6009, 6258, 6315 and DN199355L County Down and shown for the purposes of identification only outlined in blue on the plan attached hereto at the Fifth Schedule.

The Second Developer has both Freehold and Leasehold interests in the Second Site.

## **SECOND SCHEDULE**

### **The Developers' Covenants with the Council**

1. Within two weeks of and not less than one week prior to the Commencement of Development, the Developer will advise the Council in writing of the date on which development will commence ("**Development Commencement Notice**").

### **PART A – PEDESTRIAN CROSSING WORKS**

2. To complete the Pedestrian Crossing Works and to thereafter serve on the Council the Pedestrian Crossing Works Notice.
3. Not to allow occupation of any dwelling on either the First Site or Second Site until it has received the Pedestrian Crossing Works Approval from the Council.

### **PART B – ROUNDABOUT WORKS**

4. To complete the Roundabout Works and to thereafter serve on the Council the Roundabout Works Notice.
5. Not to allow occupation of the 91st dwelling on the aggregate of the First Site and Second Site until it has received the Roundabout Works Approval from the Council.

### **PART C – EASEMENT**

6. Where required by the Planning Permissions to complete works for the connection of foul sewage on the First Site and the Second Site, to enter into the Easement.

### **PART D.– EXISTING AGREEMENT**

7. Nothing in this Deed prejudices the operation of or compliance by the parties with the Agreement dated 6 September 2021 made pursuant to section 76 of the Planning Act (Northern Ireland) 2011 between the Council (1), the First Developer (2), the Second Developer (3) and Ortus Secured Finance I Limited (4) where the full planning permission dated .. granted under reference LA05/2019/0712/F is implemented

### **THIRD SCHEDULE**

#### **The Second Developer's Covenant with the Council**

The Second Developer covenants to comply with and perform the following;

1. A total of 29 Residential Units in the Second Development shall be provided as Affordable Housing in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
2. The Affordable Housing Units shall be located as shown in the plan annexed hereto in the Eleventh Schedule.
3. Prior to Occupation of 75th Residential Unit permitted by the Second Planning Permission a minimum of 15 Affordable Housing Units shall be Available for Occupation.
4. Prior to Occupation of 100th Residential Unit permitted by the Second Planning Permission a minimum of 29 Affordable Housing Units shall be Available for Occupation.

## **FOURTH SCHEDULE**

### **The Council's Covenants with the Developers**

The Council agrees to the following:

#### **PART A – PEDESTRIAN CROSSING WORKS**

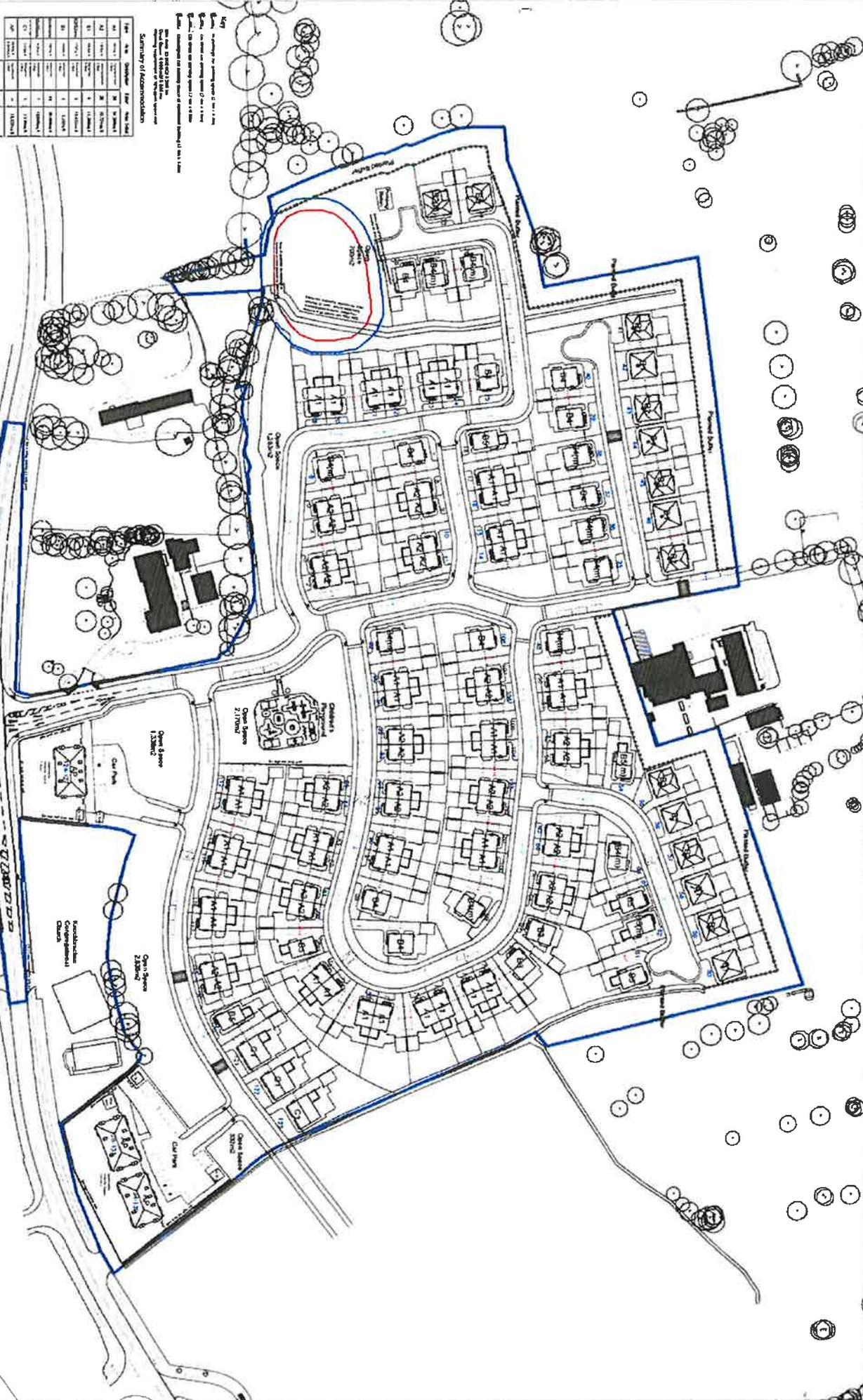
1. Upon receipt of the Pedestrian Crossing Works Notice from the Developers in accordance with Part A of the Ninth Schedule, to consider and determine the Council's approval of the Pedestrian Crossing Works, with any relevant consultees, as soon as is reasonably practicable and to thereafter issue the Pedestrian Crossing Works Approval.

#### **PART B – ROUNDABOUT WORKS**

2. Upon receipt of the Roundabout Works Notice from the Developers in accordance with Part B of the Tenth Schedule, to consider and determine the Council's approval of the Roundabout Works, with any relevant consultees, as soon as is reasonably practicable and to thereafter issue the Roundabout Works Approval.

**FIFTH SCHEDULE**

**The First Site Plan**



**Summary of Accommodations**

Unit Type	Number of Units	Total Area (sq. m)
1-Bedroom	10	1,000
2-Bedroom	20	4,000
3-Bedroom	10	3,000
4-Bedroom	5	2,000
5-Bedroom	2	1,000
<b>Total</b>	<b>57</b>	<b>11,000</b>

**Key**

- 1-Bedroom
- 2-Bedroom
- 3-Bedroom
- 4-Bedroom
- 5-Bedroom
- Open Space
- Parking
- Landscaping
- Boundary

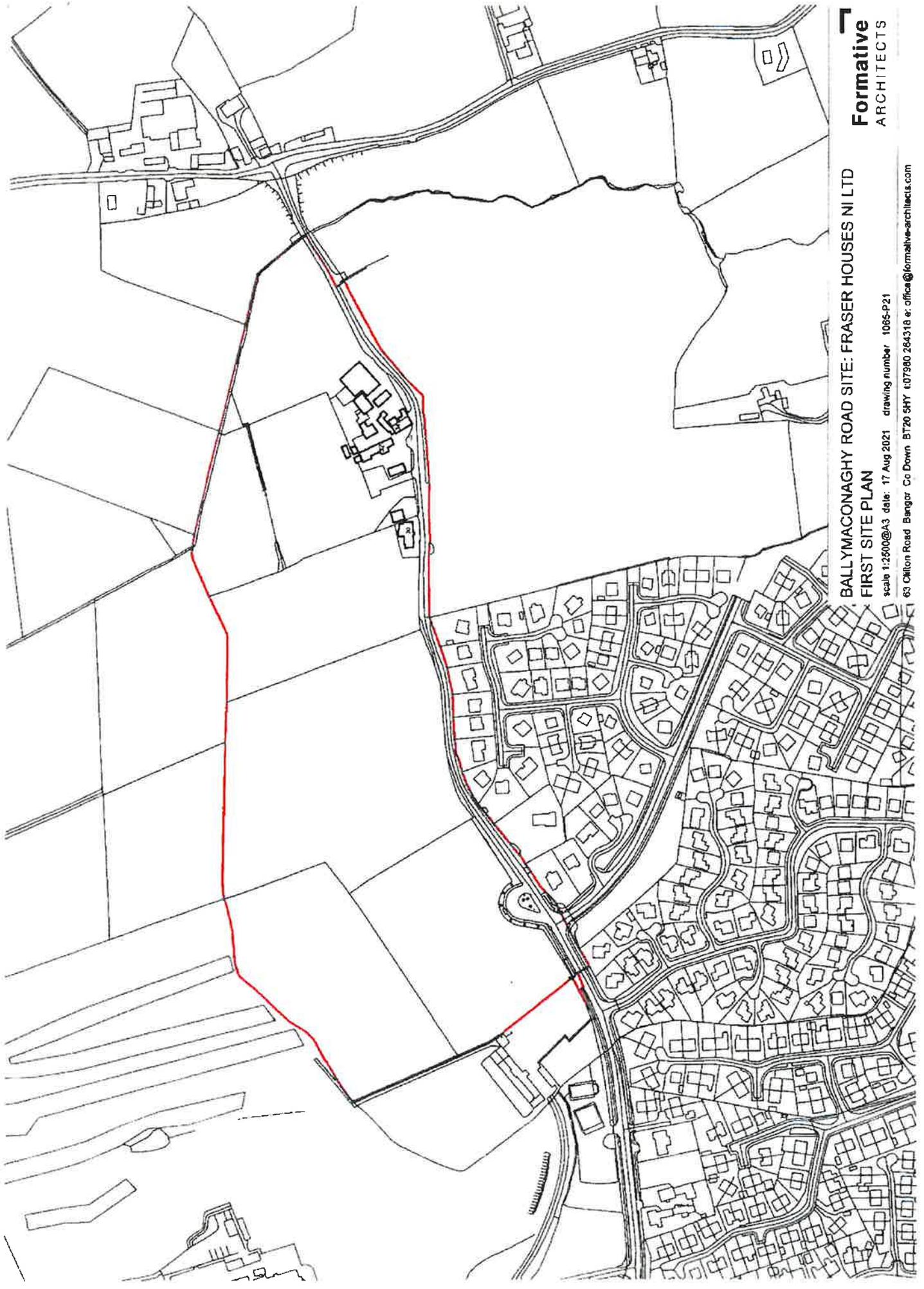
BALLYMACONKIGHY ROAD

Johnson (No. 5) Ltd. s.a.s.

Prepared by: [Name]  
 Date: [Date]  
 Scale: 1:500  
 Drawing No.: [Number]  
 Project No.: [Number]

**SIXTH SCHEDULE  
Site Plan**

**SIXTH SCHEDULE**  
**The Second Site Plan**



**BALLYMACONAGHY ROAD SITE: FRASER HOUSES NI LTD**  
**FIRST SITE PLAN**

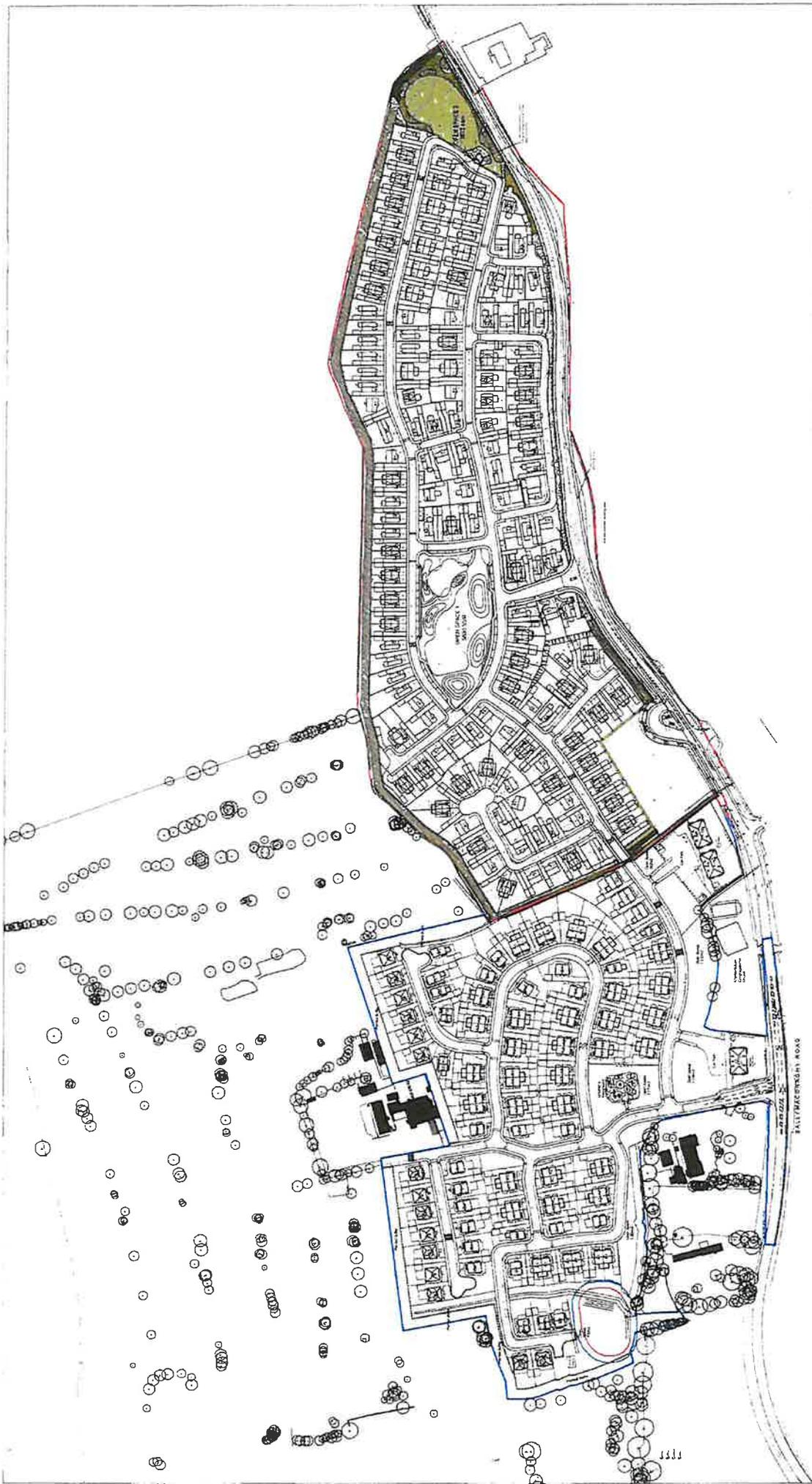
scale 1:2500@A3 date: 17 Aug 2021 drawing number 1065-P21

63 Clifton Road Bangor Co Down BT20 5HY t:07980 264318 e: office@formative-architects.com



**SEVENTH SCHEDULE**

**Site Plan**



Ballynacorney Road Map showing extent of JCI and Fraser sites

**EIGHTH SCHEDULE**

**Easement**

**LAND AT BALLYMACONAGHY ROAD, BELFAST**

**THIS GRANT OF EASEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021 Between

**JOHNCORP (NO.1) LIMITED** (Company Number NI622408) whose registered office is at Unit 1 Ground Floor Adelaide Exchange, 24-26 Adelaide Street, Belfast, BT2 8GD ("the Grantor") of the one part and

**Fraser Houses (NI) Limited** (Company Number N1016589) whose registered office is at **Windrush House, Newton Park, Saintfield Road, Belfast, BT8 4LT** ("the Grantee") of the other part

**WHEREAS** the Grantor is the owner of the lands (The Grantor's Lands) shown outlined in blue on the map attached hereto ("the Map") comprised in Folios [ ]

which are to be subject to the said easement and the Grantee is the owner of the lands shown outlined in red on the Map ("the Grantee's Lands") comprised in Folio [ ]

which are to have the benefit of the said easement.

**NOW THIS GRANT OF EASEMENT WITNESSES** that the Grantor as beneficial owner of the Grantor's Lands **Hereby Grants** to the Grantee its successors in title, assigns, servants and agents (which, for the avoidance of any doubt, shall include workmen and those authorized by the Grantee), the following rights:

**Rights Granted**

1. A full and free right of way over the Grantor's Lands (in common with the Grantor its successors in title owners or occupiers of the Grantor's Lands and all others authorized by it) on foot and with vehicles at all times solely in connection with and for the purposes of access to and from any Waste Water Treatment Plant (WWTP) or Pumping Station (PS) approved by Northern Ireland Water (NIW) located or to be located on the Grantor's Lands and servicing the foul sewer requirements of the dwellings to be constructed on both the Grantor's Lands and the Grantee's Lands (as detailed in and in accordance with planning applications LA05/2019/0712/F and LA05/2018/0847/F respectively (once planning permission has been granted) .

2. The right to construct a WWTP or PS on the Grantor's Lands to a design and specification approved by the relevant statutory authorities (Statutory Authorities) and at a location to be approved in advance and in writing by the Grantor (such approval not to be unreasonably withheld or delayed) and with the Grantor's prior written approval (such approval not to be unreasonably withheld or delayed) to lay, connect to, renew, maintain, repair, replace, inspect and operate sewers, drains, cables, pipes and conduits (the Service Media) and otherwise as reasonably required for and by the dwellings to be constructed on the Grantee's Lands (as detailed in and in accordance with planning application LA05/2018/0847/F and to include any dwellings permitted under any subsequent planning applications submitted under section 54 of the Planning Act (Northern Ireland) 2011) (provided that the extent of the lands the subject of any such subsequent planning applications does not deviate from, and remains confined to, that area shown outlined by a red line on the Map) (once planning permission has been granted) (the Permitted Dwellings)) for the passage of air, water, soil and effluent, electricity and telecommunications (Services) under, over or through the Grantor's Lands and as approved by the Statutory Authorities to enable the Permitted Dwellings to connect to the WWTP or PS.
3. The right, following reasonable prior notice being afforded to the Grantor, to enter the Grantor's Lands for the purpose of constructing a WWTP or PS on the Grantor's Lands (at a location approved by the Statutory Authorities and the Grantor in advance and in writing (such approval not to be unreasonably withheld or delayed) and to construct on the Grantor's Lands Service Media along a route approved in advance and in writing by the Grantor (such approval not to be unreasonably withheld or delayed) and separately by the Statutory Authorities and to connect to the WWTP or PS located on the Grantor's Lands as approved by the Grantor and separately by the Statutory Authorities and to lay, connect to, clean, maintain, repair, renew or replace any of the Service Media doing as little damage as possible to the lands entered upon and making good the lands and their surface without any unnecessary delay at his or their own cost to the Grantor's reasonable satisfaction and making reasonable compensation to the Grantor for any damage done or occasioned by the exercise of this right.
4. The right to the free passage and running of Services as reasonably required by the Permitted Dwellings through and along the Service Media at present or in future located

under over or through the Grantor's Lands to enable the Permitted Dwellings to connect into the WWTP / PS.

5. The right, following reasonable prior notice being afforded to the Grantor, and with the Grantor's prior written approval (such approval not to be unreasonably withheld or delayed) to enter the Grantor's Lands at a location(s) previously approved by the Grantor (such approval not to be unreasonably withheld or delayed) for the purpose of undertaking works which in the reasonable opinions of both the Grantee and the Grantor are necessary to culvert the stream located on the Grantee's Lands between points X and Y on the Map, the Grantee doing as little damage as possible to the lands entered upon and making good the lands and their surface without any unnecessary delay at his or their own cost to the Grantor's reasonable satisfaction and making reasonable compensation to the Grantor for any damage done or occasioned by the exercise of this right.

**TO HOLD** the aforementioned rights unto the Grantee his heirs and assigns in fee simple as appurtenant to the Grantee's Lands

**AND** the Grantee Hereby Covenants with the Grantor and its successors in title and assigns that the Grantee and its successors in title and assigns shall

1. in exercising the rights hereby granted comply with the requirements of the Statutory Authorities and offer the Service Media and either the WWTP or PS for adoption by the relevant authority;
2. until the agreed proportion (being 39% of the total cost of constructing the WWTP or PS) has been recovered from the Grantor to be solely responsible for all costs to ensure the WWTP or PS and the Service Media are to an acceptable standard for the Statutory Authorities (being the standard required by the Statutory Authorities in order to secure adoption);
3. at all times keep the Service Media in good repair and condition and until adoption by the Statutory Authorities inspect, maintain, repair, clean and renew the Service Media and the WWTP or PS;

4. to maintain all appropriate public liability insurance in relation to the exercise of the rights hereby granted and in relation to the undertaking of all works permitted hereunder and to fully and effectively indemnify the Grantor in relation to any and all claims (if any) arising as either a direct and / or indirect result of the Grantee exercising the rights hereby granted.

AND the Grantor covenants to reimburse to the Grantee 39% of all reasonable, properly vouched and agreed costs (the Grantee issuing to the Grantor valid VAT invoices, addressed to the Grantor, where applicable) incurred by the Grantee in the event that the Grantee exercises the right hereby granted at clause 2 of the Rights Granted herein in respect of the construction of the WWTP or PS.

**IN WITNESS** whereof the parties hereto have subscribed their names the day and year first hereon written

**SIGNED AND DELIVERED** as a Deed

By the **GRANTOR** acting by:-

**SIGNED AND DELIVERED** as a Deed

By the **GRANTEE** in the presence of:-

**NINTHSCHEDULE**

**Pedestrian Crossing Works**



**TENTHSCHEDULE**

**Roundabout Works**

1. LOCATION OF EXISTING SERVICES TO BE COMPLETED BY THE CONTRACTOR TO BE DETERMINED BY THE CONTRACTOR.

2. PRIVATE STREET SHALL BE ACCORDANCE WITH THE CONSTRUCTION REGULATIONS (CIR) (1994) AND THE PRIVATE STREET DESIGN GUIDELINES (1994).

3. ALL ROAD MARKINGS SHALL BE ACCORDANCE WITH THE ROAD MARKINGS REGULATIONS (1994).

4. ALL TACTILE PAVING TO HAVE DTP ROAD TRAFFIC ENGINEER AGREED WITH DTP ROAD TRAFFIC ENGINEER.

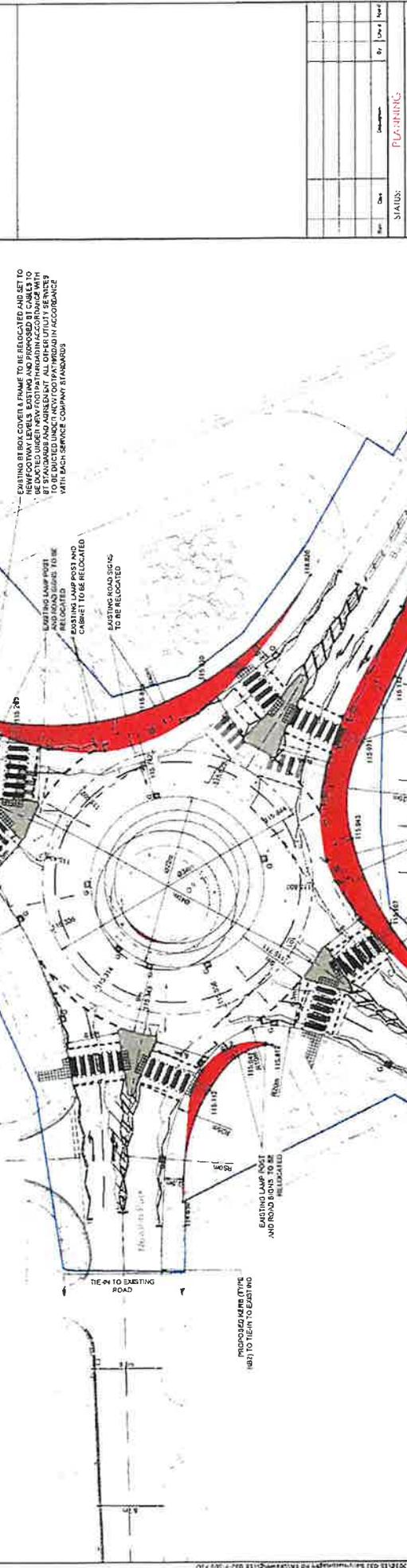
5. PROPOSED DRAINAGE GULLIES TO CONNECT TO EXISTING ROAD DRAINAGE INFRASTRUCTURE SUBJECT TO DTP ROAD TRAFFIC ENGINEER APPROVAL.

6. CONTRACTOR TO DESIGN AND PROVIDE TEMPORARY TRAFFIC MANAGEMENT.

7. EXISTING STREET LIGHTING TO BE ACHIEVED WITH DTP ROAD TRAFFIC ENGINEER APPROVAL.

8. EXTENT OF RESURFACING OF EXISTING CARRIAGEWAYS TO BE ACHIEVED WITH DTP ROAD TRAFFIC ENGINEER APPROVAL.

- LEGEND**
- OS LAPPING
  - TOPOGRAFICAL SURVEY
  - EXISTING ROAD MARKINGS
  - PROPOSED ACCESS
  - PROPOSED ROAD MARKINGS
  - RED COLOURED TACTILE PAVING WITH DTP ROAD TRAFFIC ENGINEER APPROVAL
  - PROPOSED GULLIES TO BE INSTALLED
  - LAND PROPOSED FOR ACQUISITION
  - AREA TO BE MARKED AS ARTICLE 18(3)



**Kevin McShane Ltd**  
Civil Engineering & Transport Planning

The Studio, 555, Upper Road Belfast, BT9 7QC  
T: 028 95609798  
E: info@kevinmcshane.co.uk

JOHN CORP (NO 11110)

RESIDENTIAL DEVELOPMENT  
BALTIMACUNAGHTY ROAD, BELFAST

PRIVATE STREET DETERMINATION

Project No: 18-02-PL-125  
Date: 17/05/2018  
Scale: 1:250 (A1)

1. THIS DRAWING HAS BEEN PREPARED BY THE DESIGNER AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

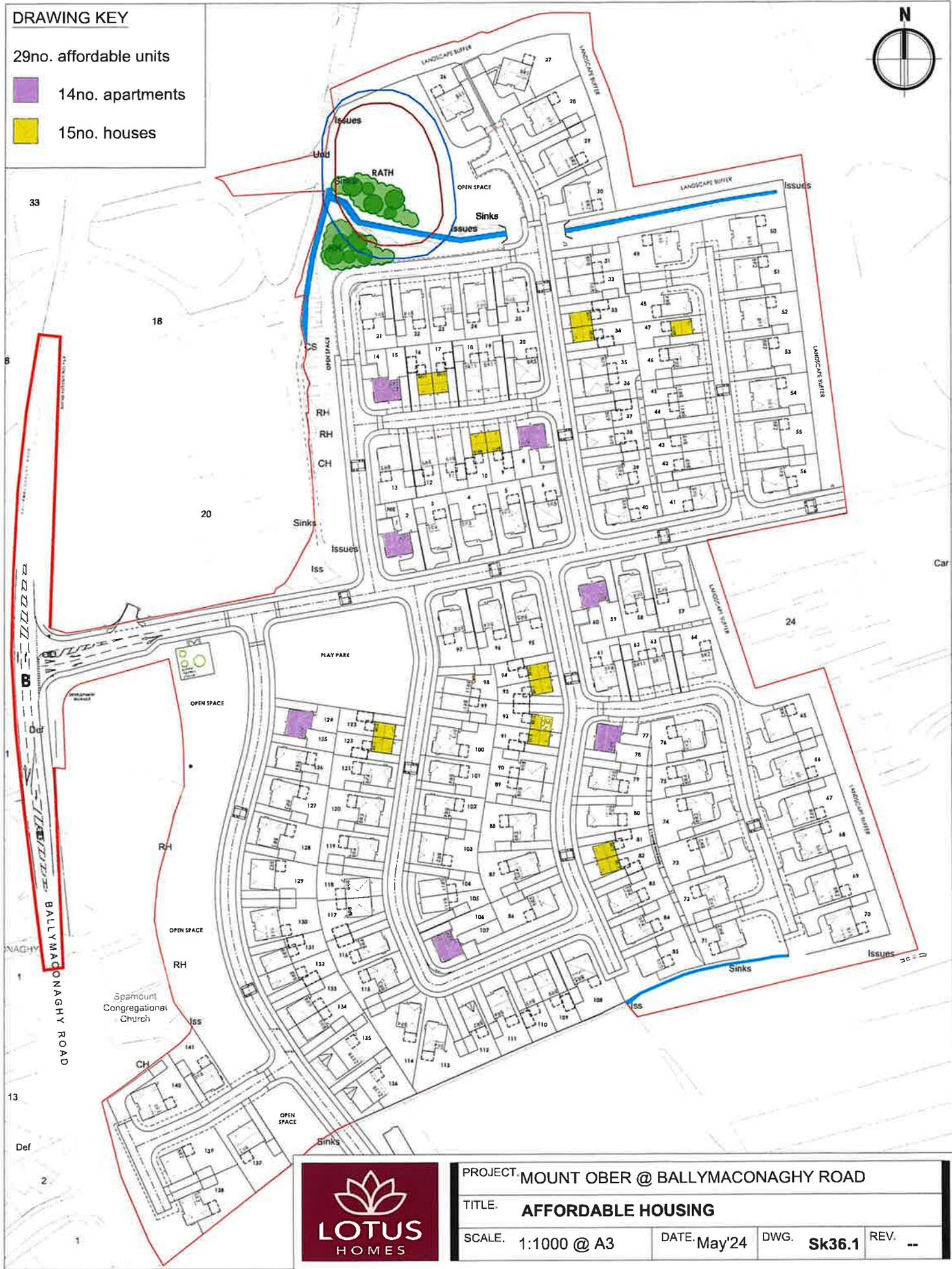
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE DESIGNER.

**ELEVENTH SCHEDULE**  
**Affordable Housing Location Plan**

**DRAWING KEY**

- 29no. affordable units
- 14no. apartments
- 15no. houses



<b>PROJECT:</b> MOUNT OBER @ BALLYMACONAGHY ROAD			
<b>TITLE:</b> AFFORDABLE HOUSING			
<b>SCALE:</b> 1:1000 @ A3	<b>DATE:</b> May'24	<b>DWG.:</b> Sk36.1	<b>REV.:</b> --

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

**THE COMMON SEAL OF THE COUNCIL**           )  
was affixed in the presence of:            )

\_\_\_\_\_  
Lord Mayor

\_\_\_\_\_  
Chief Executive

Executed as a deed by  
**FREDERICK FRASER & CO.**  
acting by a director  
in the presence of:

.....

Witness Signature

.....

Witness Name

.....

.....

.....

Witness address

.....

Witness occupation

.....  
Director

Executed as a **deed** by  
**JAVIAN LTD**  
acting by a director  
in the presence of:

.....

Witness Signature

.....

Witness Name

.....

.....

.....

Witness address

.....

Witness occupation

.....  
Director

Executed as a **deed** by  
**JOHNCORP (NO.1) LIMITED**  
acting by a director  
in the presence of:

.....

Witness Signature

.....

Witness Name

.....

.....

.....

Witness address

.....

Witness occupation

.....

Director

Executed as a **deed** by  
**AIB GROUP (UK) PLC**  
acting by a director  
in the presence of:

.....

Witness Signature

.....

Witness Name

.....

.....

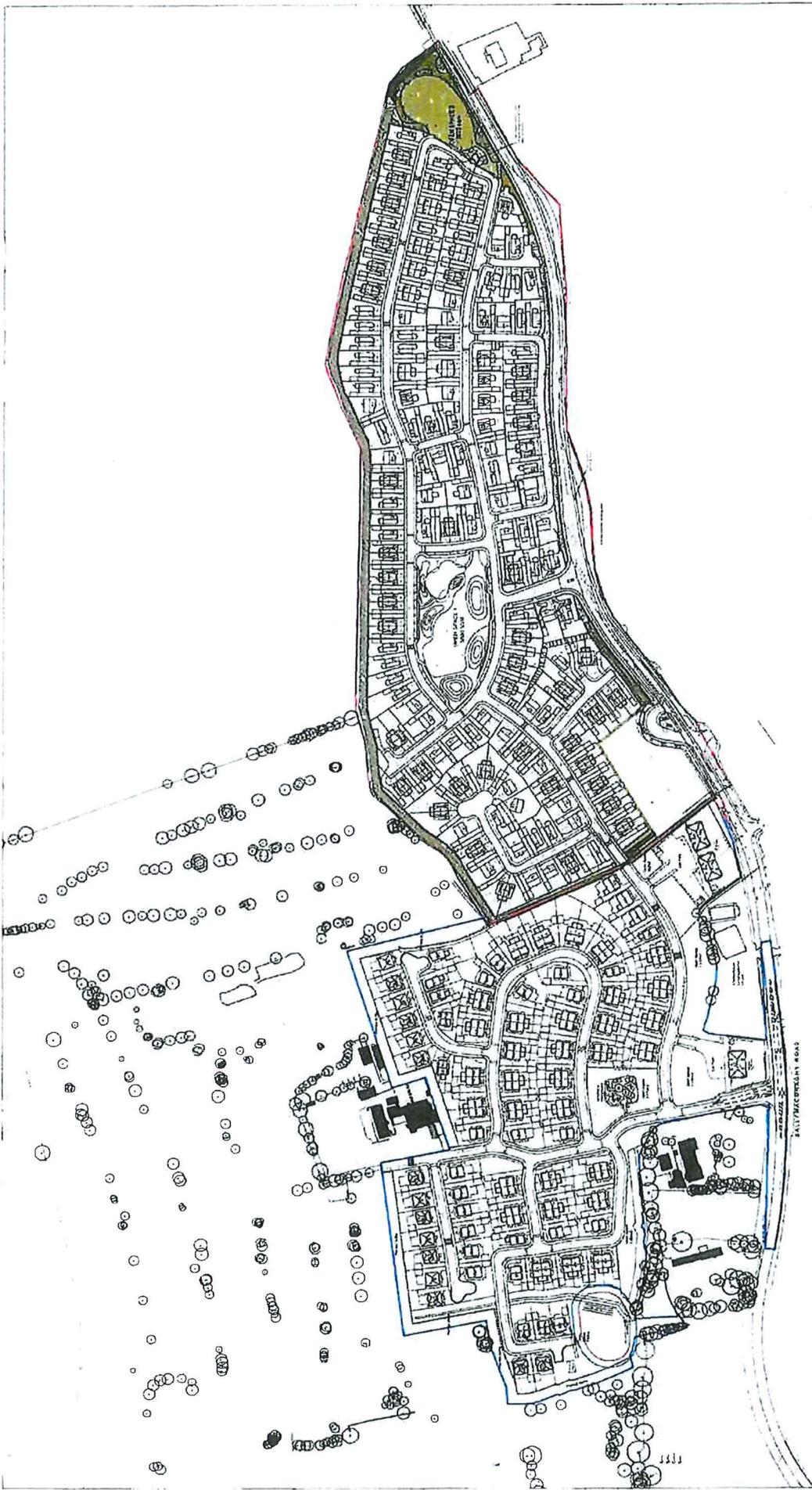
.....

Witness address

.....

Witness occupation

.....  
Director



Ballyvaconagh Road Map showing extent of JCI and Fraser sites

Johnsop (No. 1) Ltd site

Fraser Houses site

<b>Committee:</b>	Council Meeting
<b>Date:</b>	27 August 2024
<b>Report from:</b>	Chief Executive

## CONFIDENTIAL REPORT

<b>Reason why the report is confidential:</b>	Information relating to the financial or business affairs of any particular person (including the Council holding that information)
<b>When will the report become available:</b>	
<b>When will a redacted report become available:</b>	After the agreement is signed and sealed
<b>The report will never become available:</b>	

<b>Item for:</b>	Decision
<b>Subject:</b>	Requirement to enter into a Section 76 planning agreement for planning application LA05/2022/0947/F

1.0	<p><b><u>Background</u></b></p> <ol style="list-style-type: none"> <li>1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to: <ul style="list-style-type: none"> <li>▪ Facilitate or restrict the development or use of land in any specified way;</li> <li>▪ Require specified operations or activities to be carried out in, on, under or over land;</li> <li>▪ Require the land to be used in a specified way;</li> <li>▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically.</li> </ul> </li> <li>2. Members agreed with a report and agreement presented to Full Council in June 2024. The agreement is, however, amended slightly in the intervening period to include an additional folio and remove reference to VAT against the monitoring fee. For these reasons the agreement must be presented for decision again.</li> </ol> <p><b><u>Key Issues</u></b></p> <ol style="list-style-type: none"> <li>1. It was resolved at a meeting of the planning committee in April 2024 to grant planning permission for the erection of 10 apartments and in curtilage parking on lands at 132 Hillsborough Road, Lisburn.</li> <li>2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.</li> </ol>
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3. The Developer's Covenants with the Council to provide a minimum of two Residential Units as Affordable Housing at the Site.
4. The Developer also covenants with the Council to:
  - notify the Council of the Commencement of Development at the Site by serving a written notice at least 7 working days prior to the Commencement of Development;
  - 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;
  - notify the Council of its Occupation Date of the Affordable Housing at the Site within 10 working days of its occurrence;
  - give the Council immediate written notice of any change in ownership of any of its interest in the Site which must give details of the transferee's full name and registered office (if a company or usual address if not), together with details of the date and nature and extent of the interest disposed of.
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 under the Council's constitution and the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.

2.0 **Recommendation**

It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.

3.0 **Finance and Resource Implications**

In accordance with the miscellaneous provisions set out at section 9 of the agreement:

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 pay to the Council on completion of this Deed a fee of one thousand, five hundred pounds (£1500.00) 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.	

<b>Appendices:</b>	<b>APPENDIX 1</b> CONF D – Section 76 Agreement <b>APPENDIX 2</b> CONF D – Site Plan – LA05/2022/0947/F
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**DATED**

**DAY OF**

**2024**

**DEED OF AGREEMENT PURSUANT TO SECTION 76 OF THE PLANNING ACT  
(NORTHERN IRELAND) 2011 AND ARTICLE 79 OF THE LOCAL GOVERNMENT ACT  
(NORTHERN IRELAND) 2014**

**relating to**

**Planning Application LA05/2022/0947/F**

**Lands at 132 Hillsborough Road, Lisburn**

**Erection of 10 apartments and in curtilage parking**

**BETWEEN**

- 1. LISBURN AND CASTLEREAGH CITY COUNCIL**
- 2. JOHN LECKEY AND ELLEN HARRIETT LECKEY**



met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

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

**“Application”**

means the application for full planning permission submitted to the Council for the Development and allocated reference number LA05/2022/0947/F and includes any subsequent planning application submitted under section 54 of the Act in relation to the Site unless the Council requires otherwise;

**“Base Rate”**

means the higher of 3% and the base rate from time to time of the Council’s designated Section 76 bank account;

**“Commencement of Development”**

means the carrying out in relation to the relevant area of any material operation under the Planning Permission disregarding for the purposes of this deed and for no other purpose, the following operations: site clearance; demolition; ground investigations; site or soil investigations or surveys; temporary access construction works; diversion of services and installation of services; archaeological investigation; remedial action in respect of any damage, destruction or contamination or making good of any structural defects; interim landscaping; erection of temporary buildings or structures associated with the Development, erection of any fences and hoardings around the property and noise attenuation works. **Commence** and **Commences** shall be construed accordingly;

<b>“Community Benefit Contribution”</b>	means the allocation for Affordable Housing of the equivalent of 20% of the units under the Planning Permission, being 2 no. units, such units being constructed at the Site in accordance with the Planning Permission;
<b>“Consumer Price Index”</b>	means the Consumer Price Index for the United Kingdom as published by the Office of National Statistics;
<b>“Development”</b>	means the development of the Site authorised by the Planning Permission when issued;
<b>“Intermediate Housing”</b>	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.
<b>“Intermediate Housing for Rent”</b>	means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household’s total income or the proportion of the total income likely to be spent on housing costs.
<b>“Monitoring Fee”</b>	means £1500 being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Deed, such figure to increase by the rate of inflation of the Consumer Price Index on an annual basis until the Commencement of Development or

	until the Monitoring Fee is paid (whichever is the sooner);
<b>"Occupation Date"</b>	means the first date upon which any part of the Development is occupied;
<b>"Planning Permission"</b>	means the grant of full planning permission in respect of the Application subject to conditions to be granted by the Council pursuant to the Application;
<b>"Residential Unit(s)"</b>	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.
<b>"Social Rented Housing"</b>	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.
<b>"Site"</b>	means the land which is bound by the obligations in this Deed and is shown edged red on the Site Plan;
<b>"Site Plan"</b>	means the plan showing the Site and attached to this Deed at the Fourth Schedule;
<b>"Working Day"</b>	means any day which is not a Saturday, Sunday, Bank Holiday or a Public Holiday in Northern Ireland.

## 2. CONSTRUCTION OF THIS DEED

2.1. Clause headings shall not affect the interpretation of this deed.

- 2.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.6. 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.
- 2.7. 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.
- 2.8. 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.
- 2.9. A reference to writing or written excludes faxes and e-mail.
- 2.10. A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 2.11. References to clauses and Schedules are to the clauses and Schedules of this deed.
- 2.12. An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.13. 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.
- 2.14. 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.

### **3. STATUTORY PROVISIONS**

- 3.1 This deed is made pursuant to and constitutes a planning deed for the purposes of section 76 of the Planning Act, Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and any other enabling powers.

- 3.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of Section 76 and are entered into by the Developer with the intention that they bind the interests held by those persons in the Site and its successors in title, transferees and assigns in relation to the implementation of the Planning Permission at the Site.
- 3.3 Insofar as any of the covenants, restrictions or obligations contained in this deed are not planning obligations within the meaning of the Planning Act they are entered into freely by the Developer and by the Council by virtue of Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that they bind the interests held by the Developer in the Site and its successors and assigns.
- 3.4 The covenants, restrictions and requirements imposed upon the Developer under this deed may be enforced by the Council against the Developer and any persons deriving title in respect of the Site from the Developer for so long as the Developer or any persons deriving title from the Developer has an estate in the Site in accordance with Section 76 of the Planning Act.

#### **4. AGREEMENTS AND DECLARATIONS**

The parties agree that:

- 4.1 nothing in this deed (including the covenants contained within Schedule 2 to this deed) constitutes a planning permission or an obligation to grant planning permission; and
- 4.2 nothing in this deed grants planning permission, or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

#### **5. CONDITIONALITY**

This deed 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 Planning Permission. The Council may agree to suspend the obligations within the Deed upon receipt of Pre- Action Protocol correspondence or Judicial Review proceedings being instituted in respect of the Planning Permission.

#### **6. THE DEVELOPER'S COVENANTS**

The Developer covenants with the Council to observe and perform the covenants, restrictions and obligations contained in the Second Schedule on behalf of itself and its

successors in title and all persons claiming through or under it to bind each and every part of the Development.

**7. THE COUNCIL'S COVENANTS**

- 7.1 The Council covenants with the Developer on behalf of itself and its successors and all persons claiming through or under it to observe or perform the covenants, restrictions and obligations contained in the Third Schedule.
- 7.2 Pursuant to the execution of this Deed the Council shall issue the decision notice granting the Planning Permission as soon as is reasonably practicable save that the Council shall not be in breach of this Deed if it shall be prevented from issuing the Planning Permission by a Court order, such grant not to be unreasonably withheld or delayed.

**8. COUNCIL'S COSTS**

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

**9. MONITORING FEE**

- 9.1 On or before the date of this Deed the Developer shall pay to the Council the Monitoring Fee for the purposes of monitoring compliance with this deed.
- 9.2 Commencement of the Development shall not occur until the Monitoring Fee has been paid.

**10. RELEASE**

No person or party shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Site or any part thereof (as appropriate), 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.

**11. DETERMINATION OF DEED**

- 11.1. The obligations in this deed shall cease to have effect if before the Commencement of Development, the Planning Permission:
  - 11.1.1. expires;
  - 11.1.2. is varied or revoked other than at the request of the Developer; or

11.1.3. 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).

**12. REASONABLENESS**

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

**13. STATUTORY CHARGE**

This Deed is registrable as a statutory charge in accordance with Section 76 of the Act and Section 245 of the Act and shall be registered as a charge in the Statutory Charges Register by the Council in accordance and shall be registered in the Land Registry as a charge on the Site by the Developer. The parties consent to the registration of this Deed as a statutory charge on the Site. The Council will also register the charge on the Statutory Charges Register.

**14. CANCELLATION OF ENTRIES**

On the written request of the Developer or its successors in title at any time after each or all of the obligations contained in Schedule 2 have been performed or otherwise discharged or if this deed 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 discharge or will within 10 working days of receipt of such written request lodge the appropriate application to cancel all entries made in the statutory charges register in respect of this deed and furnish a copy of this application to solicitors for the Developer.

**15. VALIDITY AND ENFORCEABILITY**

Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

**16. FUTURE PERMISSIONS**

Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or any modification, variation or amendment thereof) granted after the date of the Planning Permission but strictly subject to the proviso that the parties acknowledge and agree that the obligations contained in this deed shall bind the Site and be enforceable against the

Developer in respect of any further planning permission (other than the Planning Permission) granted after the date of this deed in respect of developing the Site, or any part thereof, for the same permitted use as provided in the Planning Permission.

**17. INDEMNITY**

The Developer shall indemnify the Council for any properly and reasonably incurred expenses and/or liability arising to them in respect of breach by the Developer of any of the obligations in this deed except in circumstances where any such expenses and/or liability arises as a result of a breach of the terms of this deed by the Council.

**18. 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.

**19. THIRD PARTY RIGHTS**

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

**20. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed 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 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 Development and for the avoidance of doubt in the event of any conflict between this clause and clause 15, this clause shall prevail.

**21. OWNERSHIP**

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

Until the covenants, restrictions and obligations in the Second Schedule have been complied with, the Developer will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage, sale or other disposition 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.

**21. NOTICES**

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

21.3 to the Council at Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL marked for the attention of The Head of Service for Planning and Capital Development;

21.3 Developer: John Leckey and Ellen Harriett Leckey

- (a) Addressed to: John Leckey and Ellen Harriett Leckey
- (b) Address: 146 Hillsborough Road, Lisburn, BT27 5QY
- (c) Email: john.lecky@btinternet.com

- 21.4 Subject to Clause 21.5 below any such notice, consent or other document shall be deemed to have been duly received:
  - 21.4.1 if despatched by first class, registered post – 48 hours from the time of posting to the relevant party (excluding the period from 5pm on a Friday to 8am on a Monday); or
  - 21.4.2 if despatched by hand delivery – at the time of actual delivery; or
  - 21.4.3 if despatched by email – 24 hours after the time of the despatch (excluding the period from 5pm on a Friday to 8am on a Monday).
- 21.5 In providing service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified at the beginning of the Deed. In proving service by email it shall be sufficient to prove that it was properly address and dispatched to the email address specified in this clause.
- 21.6 A party shall not attempt to prevent or delay the service on it of a notice under this Deed.

**22. WAIVER**

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

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

**23. INTEREST ON LATE PAYMENT**

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

**25. JURISDICTION**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and interpreted in accordance with the law of Northern Ireland and the parties submit to the exclusive jurisdiction of the court of Northern Ireland.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

**THE COMMON SEAL OF THE COUNCIL** )  
was affixed in the presence of: )

Authorised Signatory:

**EXECUTED** as a **DEED** by JOHN LECKEY and ELLEN HARRIETT LECKEY

In the presence of:

*Nicola K  
Stewart  
W.*

*x John Leckey  
\* E.H. Leckey*

## **FIRST SCHEDULE**

ALL THAT the lands at 132 Hillsborough Road, Lisburn as shown edged red on the Site Plan and as registered under Land Registry Folio 30399 County Down, 30558 County Down and 1456 County Down.

The Developer has a Freehold Interest in the Site.

## **SECOND SCHEDULE**

### **The Developer's Covenants with the Council**

#### **1. AFFORDABLE HOUSING**

A minimum of two Residential Units shall be provided as Affordable Housing at the Site.

#### **2. NOTIFICATION**

- 2.1 To notify the Council of the Commencement of Development at the Site by serving a written notice at least 7 working days prior to the Commencement of Development.
- 2.2 To provide the Council with a Certificate of Practical Completion in respect of the Affordable Housing at the Site within 10 working days of its issue.
- 2.3 To notify the Council of its Occupation Date of the Affordable Housing at the Site within 10 working days of its occurrence.
- 2.4 To give the Council immediate written notice of any change in ownership of any of its interest in the Site which must give details of the transferee's full name and registered office (if a company or usual address if not), together with details of the date and nature and extent of the interest disposed of.

## **THIRD SCHEDULE**

### **The Council's Covenants with the Developer**

#### **1. DISCHARGE OF COVENANTS**

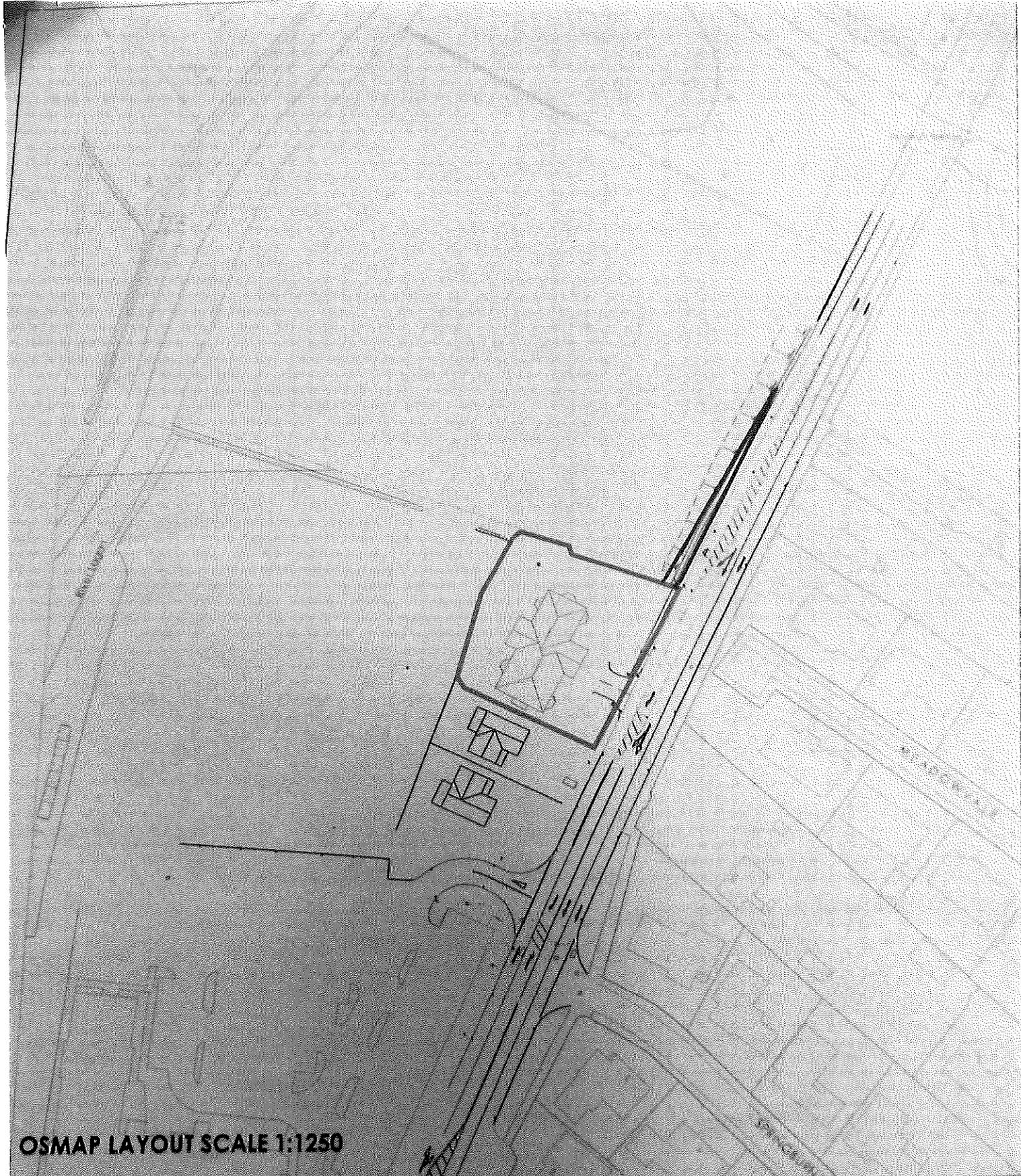
At the written request of the Developer the Council shall provide written confirmation of the discharge of the covenants and obligations contained in this Deed when satisfied that such covenants and obligations have been performed and discharged.

#### **2. REASONABLE ASSISTANCE**

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

**FOURTH SCHEDULE**

**Site Plan**



**OSMAP LAYOUT SCALE 1:1250**

Description	By	date	SCALE	DATE	DRAWN	CHECKED
			1:1250	OCTOBER 2022	JON	JC
PROJECT			JOB NO.	WORKSTAGE	DRAWING No.	REVISION
PROPOSED REDEVELOPMENT OF NO. 132 HILLSBORO RD TO ERECT 10 LUXURY APARTMENTS				B	01	
			CLIENT	MR LECKY		



