**COMHAIRLE CHONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL**



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 12th March 2018**

**ITEM NO. H-I 8 (c)**

**Re: LD 1459/GC 188**

1. **Proposed lease disposal of site at Kishogue, Clondalkin, Dublin 22 to Electricity Supply Board for the erection of an interface mast structure**
2. **Proposed grant of permanent wayleave to Electricity Supply Board in respect of sites at (i) Milltown, (ii) Grange Castle Golf Course and (iii) junction of Nangor Road and R136**

Eirgrid has identified the need to reinforce the electricity network in the Grange Castle area of west Dublin, south of Adamstown. This area is evolving as a major cluster for FDI companies, especially in the area of pharmaceuticals, technology and datacentres. Consequently, given the nature and activities of these companies, it is critical to ensure a secure, reliable and adequate provision of electricity to the west Dublin area.

There is a substantial amount of new demand (144 MVA) currently seeking to connect to the network in the Grange Castle area. This new demand cannot be accommodated by the existing grid network, as it has reached its supply capacity. EirGrid therefore proposed the West Dublin 220/110 kV Substation and Associated Works project to reinforce the network in the Grange Castle area, and potentially, the wider environs thereof. As part of this project rollout, planning permission was granted on 27th June 2016 to Eirgrid by An Bord Pleanala under a Strategic Infrastructure Application reference 06S.VA0019 for West Dublin 220/110kV substation and associated works on two Council owned sites at Ballybane and Kishogue, Clondalkin, Co Dublin

A subsequent Judicial Review was completed and the project is approved to proceed.

The Electricity Supply Board is responsible for the construction and maintenance of the assets associated with the electricity transmission network which is managed and developed by Eirgrid.

At a meeting of the Council on 8/5/17, the elected members approved of the disposal and grant of wayleave of one of the Council owned sites at Ballybane, Clondalkin, Dublin 22 to Electricity Supply Board for the provision of the 220/110 kV substation (Council minute ref H7c)/0517 refers) The transfer completed in July 2017 and on site works are underway.

As part of the next stage of the project and further enhancement of the electricity network structure in the area of Grange Castle and including the removal of 7 electricity pylons on Clonburris Strategic development lands the Electricity Supply Board have now made an application to:-

**(A).** Acquire the second Council owned site at Kishogue, Clondalkin, Dublin 22 for the erection of the project Interface Mast and

**(B).** Wayleaves over Council owned lands at (i) Milltown, (ii) Grange Castle Golf Course and (iii) Junction of Nangor Road and R136for the provision of the associated works in respect of which planning permission was granted**.**

The Chief Valuer was instructed to enter into negotiations for the disposal of the land and granting of wayleaves The Valuer has now recommended terms and conditions which are considered fair and reasonable which have been accepted by the applicant.

Accordingly, I recommend that,

1. The Council disposes of plot of land measuring 0.67 hectares or thereabouts at Kishogue, Clondalkin, Dublin 22 as outlined in red on indicative drawing reference 7568-4012 to Electricity Supply Board by way of a 10 year lease. The site is contained within the Clonburris SDZ area and there is strategic need to remove the interface mast from the site in the short to medium to comply with the planning and development timeframes of the Clonburris SDZ
2. That the Council grant wayleaves over Council owned lands at **(i)** Milltown – comprising .42 hectares or thereabouts identified as plot number 8 as shaded yellow on indicative drawing 7568-4006 **(ii)** Grange Castle Golf Course - comprising .00042 hectares and .19 hectares identified as plot numbers 17 and 18 as shaded yellow on indicative drawing reference 7568-4010 and **(iii)** Junction of Nangor Road and R136 – comprising .0008 hectares identified as plot number 20 as shaded yellow on indicative drawing 7568-4011 to The Electricity Supply Board

in accordance with Section 211 of the Planning and Development Act, 2000 and subject to the provisions of Section 183 of the Local Government Act, 2001 and subject to the following terms and conditions as recommended by the Council’s Valuer:-

1. **Plot of land at Kishogue**
2. That the subject property comprises a site of approximately 0.67 hectares or thereabouts and is shown outlined in red on attached drawing 7568-4012. The Council and Lessee are aware that one electricity pylon is currently located on the site.
3. That South Dublin County Council (“the Council” which expression shall include its successors in title and assigns) shall grant a ten yearlease to ESB (“the Lessee”) commencing in 2018 on a mutually agreed date, at a rent of €25,000 (twenty five thousand euro) plus VAT (if applicable) per annum, payable in advance twice yearly (i.e. two equal payments of €12,500 plus VAT if applicable) by standing order or electronic funds transfer. Upon expiry of the term the lease may be renewed for further(3) year periods, on similar terms and conditions
4. That the site shall be developed according to the planning permission granted, registered number 06S.VA0019 and used as a **temporary interface compound** only (“the temporary site”)as the subject site is located within the Clonburris SDZ area.
5. That the lessee shall sign a Deed of Renunciation in respect of the lease contemporaneously with signing and sealing of the lease.
6. That the rent shall be reviewed at the end of year five in accordance with variations in the CPI index.
7. That in the event that the Council has a requirement for the subject site as part of the Clonburris SDZ Development during the lease term, the Council or its nominees will make a formal relocation application to the lessee in respect of an alternative site (the **“permanent site”**). It is acknowledged between the parties that the lessee can only relocate to a permanent site when the following relocation process has been completed ie. a formal relocation application has been made by the Council or its nominees to the lessee, an acceptable full grant of planning permission has been obtained and that the permanent interface compound has been constructed and energised on the alternative permanent site (“the permanent site”).
8. That the lease may be terminated by the Council provided a permanent interface compound has been constructed and energised on the permanent site.
9. That the lessee shall not assign, sublet or part with possession of the property or any part thereof.
10. That the lessee shall carry out all construction works in compliance with planning permission and all other statutory consents.
11. That the lessee shall be responsible for all planning and construction costs for the temporary interface compound, including all fees.
12. That the lessee shall indemnify the Council against all claims as a result of their use of the demised area and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €13million) and Employers Liability insurance (minimum of €13 million).
13. That the lessee shall be responsible for ensuring that the demised area is adequately secured at all times.
14. That the lessee shall be responsible for repairing and maintaining the property including all boundaries in good and substantial repair.
15. That the lessee shall ensure that its use of the site is in compliance with all necessary statutory consents and regulations including Health & Safety Standards.
16. That the Council and its nominees shall retain a right to use the access road at any time subject to 24 hour prior written notice to the lessee.
17. That in the event that a permanent interface compound is constructed on a permanent site, the lessee shall within six (6) months of energising the permanent site, remove all structures (including the current/new pylon), equipment and cabling from the temporary site and complete all reinstatement works to the wwritten satisfaction of the Council. The Council shall then terminate the lease and take vacant possession of the subject site.
18. That the lessee shall be responsible for any rates, taxes and outgoings assessed on the property during the term of the lease.
19. That the lessee shall pay the Council’s Valuer fee of €1,500 (one thousand five hundred euro) plus VAT and the Council’s legal fees of €1,500 (one thousand five hundred euro) plus VAT.
20. That the above proposal is subject to any other terms deemed appropriate by the Council (including the Council’s Law Agent).
21. That this proposal is subject to approval of the Chief Executive and the Elected Members of the Council.
22. **Grant of wayleaves on Council owned lands**
23. **Grant of wayleave on lands at Milltown**
24. That South Dublin County Council shall grant a **permanent wayleave** over the plot numbered 8 and shown coloured yellow on the attached drawing 7568-4006 in order to lay underground cables (110kV plus others linking to substation).
25. The area of land comprises 501 linear metres of thereabouts and extends to a width of 5 metres & 29 metres and to a depth of 1 metre.
26. That the total consideration shall be the sum of **€40,000 (forty thousand euro)** plus VAT (if applicable). The consideration figure is exclusive of accommodation works, fees and reinstatement costs.
27. That South Dublin County Council holds the freehold title to the wayleave area.
28. That upon execution of the Wayleave Agreement and full payment of the consideration, the applicant shall provide fourteen days advance written notice to the Council of its intention to commence works on the wayleave area.
29. That prior to the granting of the wayleave, the applicant shall agree in writing a method statement for all works with the Council.
30. That the applicant shall pay for and complete all landscaping and reinstatement works to the written satisfaction of the Council. Details of the reinstatement works required shall be agreed with the Council prior to the commencement of any works.
31. That the applicant shall carry out the works in an efficient and reasonable timeframe once entry is made on site. All works to be carried out with minimum disruption to the Council and members of the public. All works and work procedures shall comply with Health and Safety regulations.
32. That the applicant shall surrender back the wayleave area upon completion of the works
33. That the Council shall not plant any deep root vegetation or erect any building structure in the wayleave area.
34. That the applicant shall have access to the wayleave area for the purpose of inspecting, repairing and maintaining the underground cables, The applicant shall provide fourteen days advance written notice to the Council of any intended works to the cables and shall complete reinstatement works to the satisfaction of Council. All works to be carried out with minimum disruption to the Council and members of the public. All works and work procedures shall comply with Health and Safety regulations.
35. That the applicant shall indemnify South Dublin County Council against any claim for compensation which may be made by any party arising out of works being carried out by the applicant on the subject land and any access points thereto. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.
36. That the Council reserve the right to create other legal interests in the wayleave area, subject to them not interfering with the underground cables.
37. That the applicant shall pay the Council’s Valuer’s fee of €1900 (one thousand nine hundred euro) plus VAT and the Council’s legal fees of €1900 (one thousand nine hundred euro) plus VAT.
38. That the Wayleave Agreement shall include other conditions, as are deemed appropriate by the Council’s Law Agent in agreements of this nature.
39. That his proposal is subject to the approval of the Chief Executive and the Elected Members of the Council
40. **Grant of wayleave for lands at Grange Castle Golf Course**
41. That South Dublin County Council shall grant a **permanent wayleave** over the plots numbered 17 & 18 and shown coloured yellow on the attached drawing 7568-4010 in order to lay two underground 220kV cables.
42. The area of land comprises 242 linear metres or thereabouts and extends to a width of 8 metres and to a depth of 1 metre.
43. That South Dublin County Council shall grant a **temporary way** extending to a width of **16 metres (including the 8 metre permanent wayleave area)** for the entire length of the underground cable (i.e. 242 linear metres) which is to be used as a working strip by the applicant during the laying of the cables.
44. That the total consideration shall be the sum of **€20,000 (twenty thousand euro)** plus VAT (if applicable). The consideration figure is exclusive of accommodation works, fees and reinstatement costs.
45. That South Dublin County Council holds the freehold title to the wayleave areas. The Golf Course is currently occupied and managed by Synergy Golf Limited (the Golf Club Operator).
46. That upon execution of the Wayleave Agreement and full payment of the consideration, the applicant shall provide fourteen days written advance notice to the Council and the Golf Club Operator of its intention to commence works on the wayleave areas.
47. That prior to the granting of the wayleave, the applicant shall agree in writing a method statement for all works with the Council.
48. That the applicant shall pay for and complete all landscaping and reinstatement works to the written satisfaction of the Council. Details of the reinstatement works required shall be agreed with the Council prior to the commencement of any works.
49. That the applicant shall carry out the works in an efficient and reasonable timeframe once entry is made on site. All works to be carried out with minimum disruption to the Council, the Golf Club Operator, its customers and members of the public. All works and work procedures shall comply with Health and Safety regulations.
50. That the applicant shall surrender back the permanent and temporary wayleave areas upon completion of the works.
51. That the wayleave areas hall continue in use as a Golf Course upon completion of the works. The Council shall not plant any deep root vegetation or erect any building structure in the permanent wayleave areas.
52. That the applicant shall have access to the wayleave areas for the purpose of inspecting, repairing and maintaining the underground cables. The applicant shall provide fourteen days advance written notice to the council and the Golf Club Operator of any intended works to the cables and shall complete reinstatement works to the satisfaction of the Council. All works to be carried out with minimum disruption to the Council, the Golf Club Operator, its customers and members of the public. All works and work procedures shall comply with Health and Safety regulations.
53. That the applicant shall indemnify South Dublin County Council against any claim for compensation which may be made by any party arising out of works being carried out by the applicant on the subject land and any access points thereto. Public Liability Insurance (minimum €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.
54. That the Council reserve the right to create other legal interest in the wayleave areas, subject to them not interfering with the underground cables.
55. That the applicant shall pay the Council’s Valuer’s fee of €800(eight hundred euro) plus VAT and the Council’s legal fees of €800 (eight hundred euro) plus VAT.
56. That the Wayleave Agreement shall include other conditions, as are deemed appropriate by the Council’s Law Agent in agreements of this nature.
57. That his proposal is subject to the approval of the Chief Executive and the Elected Members of the Council
58. **Grant of wayleave for lands at junction of Nangor Road and R136**

1. That South Dublin County Council shall grant a **permanent wayleave** over the plot numbered 20 and shown coloured yellow on the attached drawing 7568-4011 in order to lay two underground 220kV cables.
2. The area of land comprises 52 linear metres or thereabouts and extends to a width of 16 metres and to a depth of 1 metre.
3. That the total consideration shall be sum of **€4,000 (four thousand euro)** plus VAT (if applicable). The consideration figure is exclusive of accommodation works, fees and reinstatement costs.
4. That South Dublin County Council holds freehold title to the wayleave area.
5. That upon execution of the Wayleave Agreement and full payment of the consideration, the applicant shall provide fourteen days advance written notice to the Council of its intention to commence works on the wayleave area.
6. That prior to the granting of the wayleave, the applicant shall agree in writing a method statement for all works with the Council.
7. That the applicant shall pay for and complete all landscaping and reinstatement works to the written satisfaction of the Council. Details of the reinstatement works required shall be agreed with the Council prior to commencement of any works.
8. That the applicant shall carry out the works in an efficient and reasonable timeframe once entry is made on site. All works to be carried out with minimum disruption to the Council and members of the public. All works and work procedures shall comply with Health and Safety regulations.
9. That the applicant shall surrender back the wayleave area upon completion of the works
10. That the council shall not plant any deep root vegetation or erect any building structure in the wayleave area.
11. That the applicant shall have access to the wayleave area for the purpose of inspecting, repairing and maintaining the underground cables. The applicant shall provide fourteen days advance written notice to the Council of any intended works to the cables and shall complete reinstatement works to the satisfaction of the Council. All works to be carried out with minimum disruption to the Council and members of the public. All works and work procedures shall comply with Health and Safety regulations.
12. That the applicant shall indemnify South Dublin County Council against any claim for compensation which may be made by any party arising out of works being carried out by applicant on the subject land and any access points thereto. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.
13. That the Council reserve the right to create other legal interests in the wayleave area, subject to them not interfering with the underground cables.
14. That the applicant shall pay the Council’s Valuer’s fee of €800(eight hundred euro) plus VAT and the Council’s legal fees of €800 (eight hundred euro) plus VAT.
15. That the Wayleave Agreement shall include other conditions, as are deemed appropriate by the Council’s Law Agent in agreements of this nature.
16. That his proposal is subject to the approval of the Chief Executive and the Elected Members of the Council

The lands being disposed of form part of the lands acquired from Dublin City Council (formerly Dublin Corporation) in 1997 under the Scheme of Transfer of Lands pursuant to the Local Government (Dublin) Act, 1993.

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**Daniel McLoughlin**

**Chief Executive**