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

Minutes of South Dublin County Council July 2018 County Council Meeting held on 9th July 2018.

**PRESENT**

|  |  |  |
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| **Councillors** |  | **Councillors** |
| Bonner, B. |  | Leech, B. |
| Casserly, V. |  | Looney, D. |
| Donovan, P. |  | Mahon, K.  |
| Duff, M.  |  | Mc Cann, C.  |
| Duffy, F. |  | McMahon, C.  |
| Dunne, L.  |  | McMahon, R. |
| Egan, K. |  | Mahon, K.  |
| Ferron, B. |  | Murphy, M. |
| Foley, P. |  | Nolan, R. |
| Genockey, M. |  | O’Brien, D.  |
| Gilligan, T. |  | O’Connell, G. |
| Gogarty, P. |  | O’Connor, C. |
| Graham, J. |  | O’Donovan, D. |
| Holland, S. |  | O’Toole, L. |
| Johansson, M.  |  | Richardson, D. |
| Kearns, P |  | Russell, R.  |
| Lavelle, W. |  | Timmons, F.  |
| Lawlor, B. |  | Ward, M. |
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**OFFICIALS PRESENT**

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| --- | --- |
| Chief Executive | D. McLoughlin.  |
| Directors/ Heads of FunctionA/Head of FunctionCounty Architect | L. Maxwell, T. Walsh, F. Nevin, L. Leonard. E. Conroy.  |
| Senior Executive OfficersSenior Executive EngineerFinancial Management AccountantSenior Engineer | E. Leech.C. Lambert. M. Kelly.T. O’Grady.R. Fitzpatrick |
| Senior Staff Officer | P. Brennan. |
| Staff OfficerAssistant Staff OfficerIT. SupportSord | L. Abbey.M. Dunne.R. Saiz.A. O’Brien |

The Mayor Councillor M. Ward Presided.

Apologies were received from Councillors E. Hendrick, C. King, Ed O’Brien, and E. Murphy.

### **H1/0718 CONFIRMATION AND RE-AFFIRMATION OF MINUTES**

a) Minutes of the June County Council Meeting on 11th June 2018 which had been circulated were submitted and **APPROVED** as a true record and signed in the proposition of Councillor P. Gogarty seconded by Councillor F. Timmons.

b) Minutes of the Special Meeting on Material Alterations to the Clonburris SDZ 19th June 2018 which had been circulated were submitted and **APPROVED** as a true record and signed in the proposition of Councillor P. Gogarty seconded by Councillor F. Timmons.

At this point in the meeting the Mayor Councillor M. Ward gave his congratulations on behalf of the Members to Councillor E. Hendrick on the birth of her baby girl.

### **H2/0718 REPORTS OF AREA COMMITTIES**

1. **Rathfarnham/Templeogue -Terenure Area Committee - 12th June 2018**

Dealing with Public Realm, Water & Drainage, Housing, Community, Planning Economic Development, Libraries & Arts, Corporate Support, Performance & Change Management

It was **NOTED** that there was **NO** Business under this Heading.

b) **Clondalkin Area Committee – 20th June 2018**

Dealing with Public Realm, Water & Drainage, Housing, Community, Planning, Economic Development, Libraries & Arts, Corporate Support, Performance & Change Management

It was **NOTED** that there was **NO** Business under this Heading.

**c) Tallaght Area Committee –  25th June 2018**

Dealing with Public Realm, Water & Drainage, Housing, Community, Planning, Economic Development, Libraries & Arts**,** Corporate Support, Performance & Change Management

 It was **NOTED** that there was **NO** Business under this Heading.

d) **Lucan Area Committee – 26th June 2018**

Dealing with Public Realm, Water & Drainage, Housing, Community, Planning, Economic Development, Libraries & **Arts,(1 report -Arts Grant),** Corporate Support, Performance & Change Management

The following report by the Chief Executive, on the Arts Grant for Palmerstown Drama Festival which had been circulated, was presented by Mr. Frank Nevin, Director of Economic, Enterprise & Tourism Development, and was **CONSIDERED**:

An Application for an Arts Grant under Section 6 of the Arts Act 2003, has been received from the organisation listed below.

Payment of this grant, in accordance with the conditions of the Scheme and in the amount set out hereunder, is recommended for approval:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref:** | **Name of Group**  | **Type of Application - Grant**  | **Date Received** | **Amount €** |
| AGF 896 | Palmerstown One Act Drama Festival | Grant to be used towards the cost of running the festival over two nights for all 32 counties. It is in its 49th year.  |  24/04/2018 | €650   |

It was proposed by Councillor G O Connell and seconded by Councillor D O Brien and RESOLVED:-

“That this Committee recommends that South Dublin County Council approve payment of the above grants recommended in the foregoing report”.

The report was **NOTED** and it was proposed by Councillor M. Ward seconded by Councillor G. O’Connell and **RESOLVED**:

“That the recommendations contained in the foregoing report of The Lucan Area Committee 26th June 2018 be **ADOPTED** and **APPROVED.**”

### **H3/0718 STANDING COMMITTEES - ORGANISATION PROCEDURE & FINANCE COMMITTEE**

It was **NOTED** that there was **NO** Business under this Heading.

### **H4/0718 STRATEGIC POLICY COMMITTEES**

It was **NOTED** that there was **NO** Business under this Heading.

### **H5/0718 REPORTS REQUESTED BY AREA COMMITTEES**

### It was **NOTED** that there was **NO** Business under this Heading.

**QUESTIONS**

It was proposed by Councillor M. Ward, seconded by Councillor D. Richardson and **RESOLVED**:

“That pursuant to Standing Order No. 13, Questions numbered Q1 – Q16 be **ADOPTED** and **APPROVED.”**

### **Q1/0718 QUESTIONS:** **Councillor J. Graham**

To ask the Manager if a Social Clause has been included as a criteria for tendering in any projects funded from the public purse to date

**REPLY:**

The tender for the Design and Delivery of a Sustainable Integrated Mixed Tenure Housing Development at Kilcarbery, Dublin 22 includes a social employment clause.  The tenders are currently being evaluated. The tender for the construction of the new library in North Clondalkin also include a social clause.

### **Q2/0718 QUESTIONS: Councillor S. Holland**

To ask the Manager whether South Dublin County has any designated barbeque areas in any of our parks?

**REPLY:**

There are currently no designated barbeque areas in our parks and Bye-Law no 5.2 (g) of the Parks and Open Spaces Bye-Laws refer as follows:

g) No person shall make any bonfire, fire, barbecue, possess or light any firework save with the prior permission of the Council and subject to the terms and conditions of such permission.

Notwithstanding the above there are a limited number of "bbq picnic tables" (benches / tables with hot stone protector) in our parks similar to those located at other parks/attractions throughout the country eg Powerscourt Waterfall.

However, during hot weather spells like we are currently experiencing we urge responsible use of such facilities and ask all patrons particularly at this time to don't do any activities associated with fire, barbequing etc. in parks, open spaces forests and wooded areas in the interest of health and safety.

### **Q3/0718 QUESTIONS: Councillor D. Looney**

To ask for details on the Council’s Infrastructure Naming Committee, how often it has met, who are its members, and for the Chief Executive to make a statement on the matter.

**REPLY:**

The members of the Committee are listed below, the Mayor chairs the Committee. The policy sets out that the Committee would meet to discuss requests for the naming of significant infrastructure as necessary. To date no such requests have been submitted.

Cllr. Cathal King

Cllr. William Lavelle

Cllr. Ed O’Brien,

Cllr. Mick Duff

Cllr. D. Looney

Cllr. G. O’Connell

### **Q4/0718 QUESTIONS: Councillor D. Looney**

To ask the Chief Executive for an update on the Dublin Canvass project in the SDCC area, and to make a statement on the matter.

**REPLY:**

The South Dublin Canvas project is an action within the 2018 SDCC Litter Management Action Plan, which aims at eliminating/minimising visual litter as the issue of graffiti (visual litter) remains high on the agenda.

The South Dublin Canvas project uses traffic light control boxes to exhibit high quality, creative artwork to the public. Traffic light control boxes make perfect canvases to showcase community art as they are always naturally located in high footfall – high traffic areas. The artwork can be enjoyed by pedestrians, cyclist and motorists as they wait for the traffic light to turn green.

The South Dublin Canvas project has commenced in South Dublin County. The open callout for submissions commenced on Thursday 8th March 2018 and the submission deadline was Monday 16th April 2018.

99 submissions were received, 28 of which were inadmissible due to using the incorrect application format. The remaining 71 submissions were assessed on Thursday 19th April 2018 with 36 submissions chosen as suitable for the selected traffic light boxes.

Artist were notified in relation to their submissions following the 21st May (in a staggered manner to allow for an even spread of the boxes to be completed). Artists then liaise with the Dublin Canvas project coordinator indicating when they will begin their work, during the months of June - October.

A further call for submissions will be carried out in order to obtain the remaining 12 artistic representations to achieve the target of 48 traffic lights box involved in this pilot. This callout is commencing, with submission deadline for start of July. Artwork can then be completed by the end of September.

Stages three and four will be completed during the time frame May – October 2018.

Stages 1 and 2 of the project are now completed

**Stage 1: January – February**

* Assess suitable traffic light control boxes for artwork – completed
* Agree selected locations – completed
* Photograph and add GPS data to website ready for callout to artists – completed

**Stage 2: March - April**

* Callout Commences – completed
* Selection process - completed
* Artists notified of outcome – began 21st May 2018

The following is the breakdown of the selection process per location as it current stands:

1. **Clondalkin**
	1. 5/8 pieces selected
2. **Lucan/Palmerstown**
	1. 3/8 pieces selected
3. **Rathfarnham**
	1. 8/8 selected
4. **Tallaght South**
	1. 8/8 selected
5. **Tallaght Central**
	1. 8/8 selected
6. **Templeogue**
	1. 4/8 selected

**Stage 3: May – June/July/August**

* Further call out
* Artwork begins

**Stage 3: September - October**

* Artwork Completed

Work has commenced at some locations and all work is to be completed by October 2018.

### **Q5/0718 QUESTIONS:** **Councillor D. Looney**

To ask the Chief Executive to report on SDCC’s previous, current and future input into the Bus Connects NTA proposals; to ask if he will ensure that Councillors‘ voices are heard during the remainder of the process given our role in representing local communities and individuals; and to ask him to make a statement on the matter.

**REPLY:**

The NTA outline that 'Bus Connects is a plan to fundamentally transform Dublin's bus system'. Preliminary work started on the plan last year and both members and relevant officials were invited to briefing sessions then. Further input in terms of our land use planning objectives was sought and relevant staff attended a workshop towards the end of summer 2017. The NTA have committed to briefing local Councillors and the first such briefing by the NTA and their consultants was provided on July 3rd 2018 in the Council Chamber. In addition two major public consultations are planned, led by NTA, firstly on the recently published discussion document and in September/ October of this year when further detailed plans will be made available and a structured public consultation will commence.

### **Q6/0718 QUESTIOINS:** **Councillor D. Looney**

To ask the Chief Executive to list the sites of geological interest in SDCC; to ask how these are promoted and protected; to ask if he will install signage at appropriate location explaining their importance and providing information on them; and to make a statement on the matter.

**REPLY:**

The County Development Plan contains the following relevant section and the Councils policy in this regard is set out:

9.7.0 Sites of Geological Interest

Geology is recognised as an intrinsic component of the County’s natural heritage resource to be protected and promoted for its heritage value and for its potential in educational, scientific, recreational, and geotourism initiatives. Given their nature in terms of exposure of areas of geological interest, the ongoing operation of extractive industries and roadworks is considered to be generally compatible with the protection and promotion of geological heritage.

The Geological Survey of Ireland (GSI) in partnership with the National Parks and Wildlife Service are seeking to identify geological and geomorphological sites of national significance for statutory designations as Natural Heritage Areas. Other geological sites of national or local importance are being identified as County Geological Sites (CGS) and – by virtue of their recognition in Development Plans – will be protected from potentially damaging development. An audit of the Geological Heritage of South Dublin County was carried out in 2014, which identifies 10 geological sites of interest in the County. The list of County Geological Sites for Protection is set out in Table 9.6. The County Geological Sites that are protected under this Plan are also mapped on the County Development Plan maps that accompany this written statement.

Table 9.6 County Geological Sites for Protection



**It is the policy of the Council to maintain the conservation value and seek the sustainable** **management of the County’s geological heritage resource.**

**HCL19 Objective 1:**

To protect designated County Geological Sites from inappropriate development and to promote the importance of such sites through the County’s Heritage Plan.

### **Q7/0718 QUESTIONS: Councillor C. O'Connor**

To ask the Chief Executive to confirm that he plans to increase the budget next year for Grass cutting/Trees, appreciating that these issues are now the subject of much concern in communities across the County; will he outline his proposals in that regard and will he make a statement.

**REPLY:**

The preparation of figures for inputting into the budgetary process for 2019 has commenced.  The costs associated with grass cutting and tree management are expected to remain largely the same as in 2018 as it is expected that the programme of work to be undertaken in both these areas will remain largely the same.  Budget provision for both items will however change in accordance with any changes expected to arise in the costs of fuel, materials, plant and labour.  The reviews of public realm operations and council depots which have been carried out and will conclude shortly will facilitate the achievement of some efficiencies and improvements in the provision of public realm services in general including grass cutting and tree management.

### **Q8/0718 QUESTIONS: Councillor C. O'Connor**

To ask the Chief Executive if he is working on plans to deal with the annual challenges presented by the Halloween bonfire season; will he understand the demand from many communities that effective action be planned in that regard and will he also confirm contacts he is having with the Gardai and other agencies and also give details of any Council organised events to combat the bonfire threat and will he make a statement.

**REPLY:**

As in all previous years, the Council's response to 2018 Halloween Season as provided by our Public Realm Section will commence in early / mid-October, at which time every effort will be made to collect materials which are being stored on public owned lands and are intended for use on bonfires.

All reports made directly through the offices advising of stockpiling of bonfire material, will be logged specifically for attention, subject to usual Health and Safety requirements.   All available resources will be deployed to the preventative collections of bonfire materials prior to this Halloween and crews will work in response to the reports received.

For the first time, SDCC will deploy recently acquired unmanned aerial vehicles (UAVs / Drones) to boost our ability to detect the illegal stockpiling of bonfire material as it happens.   These drones are an important additional to our enforcement toolkit, and will provide evidence to officers on the ground of areas where visibility in sometimes difficult.

Due to the large number of reports which can be expected, particularly on 31st October 2018 it should be noted that it will not be physically possible to remove all reported material, and that Public Realm staff are only authorised to remove material from public property such as a park, public open space (green) or public road.

Priority will be given to material located beside or very close to houses, park facilities such as playgrounds and pavilions, under overhead services such as power lines, and on main traffic routes (roads/ verges) where a threat may arise to traffic and as directed by the Gardaí.

Similar to previous years the Council will promote "Safe Halloween", and extensive programmes will be developed by / through EWCC, d Social Housing Social and Community Development Departments and Library Service, details of which will be published nearer the time.

The Community Services Dept will also have a small amount of funding set aside to assist local community centres and community groups who may wish to apply for a small grant to assist with some of the costs associated with organising local family friendly pro-environmental Halloween community events.

### **Q9/0718 QUESTIONS:** **Councillor C. O'Connor**

To ask the Chief Executive to confirm if he has had any contact with the Department of Housing, Planning and Local Government with regard to news that new proposals will be announced in respect of the Voting Registers exercise; will he confirm if he has any views in respect of this issue and will he make a statement.

**REPLY:**

South Dublin County Council have not been contacted by the Department of Environment, Housing and Local Government about any changes planned in regard to the voting register process. There is however a new Register Portal called Voter.ie which is a centrally hosted system that will improve the efficiency and accuracy of the Register of Electors and allow for online registration. South Dublin County Council are currently in the process of changing over to this registration process.

### **Q10/0718 QUESTIONS: Councillor C. O'Connor**

To ask the Chief Executive if he has any plans to discuss with Government the clear need for the introduction of new legislation to deal with the menace of Scramblers/Quads in our communities and will he appreciate the clear need for stricter controls as demanded by many communities and will he make a statement.

**REPLY:**

On-going problems associated with scramblers and quads in some parts of the county is causing distress to residents, sporting clubs and the Council as their quality of life being is impacted negatively through extreme damage to community open spaces and playing facilities. The council is actively working with An Garda Síochána, community representatives and residents of various housing estates in relation to this issue.

Public Realm works have been initiated at some locations in an attempt to combat the problem e.g. run of 1.2 metre high fencing along the side of the green space areas, provision of bollards etc and we continue to explore opportunities to address the access problems at existing and emerging problematic locations.

Some of the areas where boundary fencing has been requested include Killinarden Park, Butler McGee Park, Jobstown Park, Dodder Valley Park, Tymon Park (at the Basketball Arena), Bancroft Park, Glenshane Green and St Cuthbert's in Clondalkin. Each location is examined to determine the most appropriate level of boundary treatment which is required, and this determines the likely cost of implementing a solution at each location.  This is then considered within the context of the existing budget provision.

The Council is cognisant that as requests for new and improved boundary treatments continue to be received, and as the list grows, the potential cost of both honouring commitments already given as well as responding positively to new requests received has the potential to escalate to a level where the current financial provision cannot meet what is required.

Following motions passed by this Council, a Taskforce has recently been established between the four Dublin Local Authorities, Department of Justice, Department of Transport, An Garda Síochána, Motor cross and the Road Safety Authority in relation to dealing with ongoing matters about the use, misuse and dangers of scramblers and quadbikes across Dublin City and County.

The first meeting of the taskforce took place on Thursday 21st June 2018 in County Hall, Tallaght and was very well attended. Focus for the Task Force include legislation and enforcement, and is considered timely given Justice Minister, Charlie Flanagan's recent announcement that he is set to consider additional legislation to tackle the anti-social misuse of scramblers and quad bikes.

The next meeting of the Task Force is scheduled for September 2018.

**Q11/0718 QUESTIONS: Councillor C. O'Connor**

To ask the Chief Executive to confirm how many new housing applications have been received in this calendar year and in responding to the question will he please take the opportunity to present the update on his continued efforts to deal with the Housing crisis effecting our County and will he make a statement.

**REPLY:**

717 new housing applications for social housing support were made between 1 January and 30 June 2018.

While the Council has a major housing construction programme underway, we continue to manage our own housing stock and works closely with the various other providers of social housing to ensure the best use of new and existing social housing in this County.  The Housing Assistance Payment is available to approved applicants to allow them source their own accommodation in an area of their choosing.

### **Q12/0718 QUESTIONS: Councillor F. Timmons**

That the Chief Executive issues a report on the Work of Tidy Towns in our county and issues a comment on same and that he looks at increasing the Budget for Tidy Towns in the upcoming budget and details how much is spent on Tidy Towns in SDCC budget and gives a breakdown of each LEA.

**REPLY:**

The Community Services Dept provides ongoing advice and assistance, including opportunities for funding assistance to 8 Tidy Towns Groups operating within the County. In addition advice, assistance and support is also available to other areas/groups within the County that may be interested in forming a new Tidy Towns Group.

The 2018 budget for the Tidy Towns Programme is 100K and from current analysis of funding requirements and applications submitted, it would appear that this same budget provision will be adequate to meet the needs of Tidy Towns Groups in 2019.

The breakdown of expenditure by LEA for 2017 was as follows:

Rathfarnham: €27,379

Terenure-Templeogue: €8,358

Tallaght South: €13,150

Clondalkin: €22,305

Lucan: €14,505

### **Q13/0718 QUESTIONS: Councillor F. Timmons**

That the Chief executive issues a report Following agreed motions and action taken by SDDC that SDCC follow Dublin City Council's move towards banning disposable coffee cups and that SDCC and also set up an internal committee  to look at banning non-recyclable cups in SDCC's own buildings, as well as markets and in public parks and look at a campaign to people to get reusable coffee cups. Can the Chief executive respond to this?

The issue of disposable/single use plastics has garnered a lot of national and international attention of late. Currently in Ireland this waste stream is not recyclable and conservative estimates suggest we use well in excess of 200 million disposable cups every year.

In efforts to address this issue South Dublin County Council, in conjunction with Dublin City Council and Fingal County Council, as part of our waste prevention programme, have launched a major awareness campaign to tackle the growing environmental issue of disposable coffee cups in the Dublin region. The new campaign, ‘[**Don’t be Dick’**](http://www.sdublincoco.ie/Media/Item/39202?p=1), highlights how careless actions can have serious consequences on the environment, and asks consumers to think about their coffee drinking habits in a new way. The campaign will run across radio, Dublin Bus, cinema, digital and social media over the coming weeks.

In addition to this reusable cup awareness:

* SDCC does not purchase disposable coffee cups - (Café Co Co (Coffee Dock) is a separately managed facility and the current service provider does not supply compostable cups. ‘Keep Cups’ however are something that the service provider is currently examining and hope to introduce in the near future)
* In February the [**Conscious cup campaign**](https://consciouscup.ie/) was launched in SDCC, as part of the, Café CoCo is incentivising all customers by offer of a 10c discount when they bring their own reusable cup.
* EWCC will also continue to work closely with the Conscious Cup Campaign (www.consciouscup.ie), to encourage cafes, coffee shops, garages etc. to become a supporter of the campaign by accepting reusable cups and offering discounts to those choosing not to use disposable cups.
* In addition SDCC, as part of the Local Authority Prevention Network (LAPN), has made submission to the Department of Communications, Climate Action and Environment in relation to the proposed introduction of a levy (15c) on disposable cups.

### **Q14/0718 QUESTIONS:** **Councillor F. Timmons**

To ask the Chief executive  for a report into the Clonburris SDZ and to ask for a timeframe in when we can realistically expect to see the much needed houses being built , what is the timeframe for appeal to An Bord Pleanála  and how long will the appeal take if its appealed and how long will this delay the building of much needed housing ?

On Tuesday 19 June 2018, the Elected Members of South Dublin County Council decided by resolution to make the Clonburris Strategic Development Zone (SDZ) Planning Scheme (the Scheme), together with a number of Material and Non-Material Alterations.

Any person(s) who made submissions or observations in relation to the draft Scheme, have up to Monday 16th July 2018 to appeal the decision of the Elected Members to An Bord Pleanála.

An Bord Pleanála have an objective to decide appeals within 18 weeks (4.5 months). This would require An Bord Pleanála to decide on an appeal on the draft Scheme by November 2018. However, An Bord Pleanála are not statutorily bound by this objective and this timeline could be extended by a number of months, if the appeal is subject to an oral hearing.

The Minister for Housing, Planning and Local Government has made a commitment of €3 M to fund a surface water upgrade improvement scheme to facilitate the development of 1,000 units on the Scheme lands by 2021.

Therefore it is anticipated that between 2019 – 2021 a minimum of 1,000 units will be provided on the Scheme lands. The minimum requirement for 1,000 units by 2021 could be exceeded if the fundamentals of the economy remain robust enough to the fund the construction and purchase of homes as well as the delivery of schools, open space, community facilities, shops and offices etc., in line with the phased delivery of infrastructure.

### **Q15/0718 QUESTIONS:** **Councillor F. Timmons**

To ask the Chief executive for a report into the issue of posters advertising Job Clinics / Clinics and meetings by Councillors and others? What is the policy in regards to this and is there any way it can be stopped by SDCC? How many fines have been issued in regards to same?

**REPLY:**

Postering is primarily regulated by the following suite of legislation:

* Planning & Development Regulations 2001-2016.
* Planning and Development Regulations 2001-2015.
* Electoral (Amendment)(No 2) Act 2009
* Litter Pollution Act 1997
* Protection of the Environment Act 2003
* European Parliament Elections Act 1997
* Referendum Act 1994
* Electoral Act 1992
* Road Traffic Act 1961
* Local Elections Regulations 1995

In general planning permission is required for the erection of posters, unless specifically exempted.

[**Section 19 (1) of the Litter Pollution Act 1997,**](http://www.irishstatutebook.ie/eli/1997/act/12/section/19/enacted/en/html) as amended, regulates / prohibits placing of articles and advertisements on certain structures while Section 19 (7) of the Litter Pollution Act 1997, as amended, provides for the erection of posters for elections and public meetings.

A poster advertising a public meeting may be erected in a public place provided it doesn’t cause a road safety issue / traffic hazard and the content doesn’t breach any other aspects of the relevant legislation i.e. is not an advertisements for an auction (See Section 19(7) Litter Pollution Act 1997, as amended). The poster may be in place for up to 30 days before the meeting and must be removed within 7 days of the date of the meeting specified on the poster. The poster must contain the name and address of the person promoting the meeting.

Postering / advertising for political clinics does not accord with Section 19 (7). The legislation currently facilities posters / advertisements for a public meeting but not clinics. Accordingly, if the poster includes the terms “clinic” or “advice clinic” it breaches the legislation and will be considered illegal.

The Council was aware that there may have been some recent ambiguity in relation to the erection of posters advertising Job Clinics / Clinics and meetings by Councillors and clarification issued in this regard to all SDCC Councillors.  A number of individuals were contacted and asked to remove non-compliant posters. While no fines have been issued for this particular scenario recently, the situation is being closely monitored and all Public Representatives, Political Parties and Non-Elected members of the public are strongly advised to observe the provisions of the statutes as outlined above to avoid sanction.

Recent activity regarding political posters resulted in the issuing of 3 notices to 3 separate individuals/groups pursuant to Section 19.

The Council's Litter Warden Service enforces the provisions of [**Section 19 of the Litter Pollution Act 1997**](http://www.irishstatutebook.ie/eli/1997/act/12/section/19/enacted/en/html), as amended with regard to all illegal signage in South Dublin County Council's administrative area and litter fines are issued where possible.

It is important to note that, in accordance also with the provisions of the Section 19 Litter Pollution Act 1997 as amended, signage is not illegal if placed on private property with the consent of the property owner and subject to certain conditions provided for in the Planning and Development Regulations 2001 to 2015. Owners / occupiers can exhibit electioneering signage at any time on private property (and not confined to the certain specified election time constraints) if it has the benefit of planning permission, or is exempt development as prescribed in planning regulations.

Previously, a working group of the former Environment SPC developed a voluntary code of practice whereby election candidates in Local Elections in Lucan, Clondalkin and Palmerstown agreed not to erect posters in those villages at the request of the local Tidy Towns groups. However, there is currently no legislative provision to enforce this voluntary code, and it was only relative to Local Elections.

### **Q16/0718 QUESTIONS: Councillor F. Timmons**

That the Chief executive issues a report into how the need for one and two bed accommodation will be met by SDCC How many are on one and two bed list and to ask how many are on list for down-sizing, to also comment if there are people who are willing to down size what is procedure and options for them? Is there any plans for accommodation for older people who want to downsize?

**REPLY:**

There are 2,630 applications on the Council's social housing waiting list with a need for one bedroom accommodation and of these 181 are older persons.

There are 2,751 with a need for two bedroom accommodation.

The Council's Scheme of Letting Priorities allows for priority status to be granted to certain tenants applying for a transfer to alternative accommodation, included is the category of those who qualify for downsizing.  The Council facilitates this category of transfer in so far as possible.  The availability of suitable accommodation and having regard to those on the Council's Housing List determines the quantity of such transfers.

Following the decision to carry out a full review of the transfer list this April (still in progress) there are currently 56 tenants who have been approved for a transfer on downsizing grounds (not including any other additional transfer priority).

|  |  |
| --- | --- |
| **Bedroom Requirement** | **No. of Requests** |
| 1 bed | 31 |
| 2 bed | 20 |
| 3 bed | 3 |
| 4 Bed | 2 |

The resulting vacancies would be as follows:-

|  |  |
| --- | --- |
| **CURRENT DWELLING SIZE** | **TOTAL** |
| 2 Bedroom | 12 |
| 3 Bedroom | 39 |
| 4 Bedroom | 4 |
| 5 Bed (RAS) | 1 |

Currently we are prioritising those on the transfer list that are in adapted accommodation and those who are severely overcrowded. It is recognised that those seeking to downsize can provide a welcome stock from which we can accommodate those who require larger accommodation.  However while cognisance is taken of these applicants desire to downsize, the financial impact such transfers will have on the current maintenance budget must be taken into account. This in effect means we will only consider the downsizing provided the housing units are in good repair. A full clear rent account is also required for transfers and downsizing.

### **H6/0718 DECLARATION OF ROADS TO BE MADE PUBLIC ROADS**

### It was **NOTED** that there was **NO** Business under this Heading.

### **H7/0718 PROPOSED DISPOSAL OF PROPERTIES/SITES**

### The following reports by the Chief Executive, which had been circulated, were presented by Mr. F. Nevin, Director of Economic, Enterprise and Tourism Development were **CONSIDERED:**

1. Proposed disposal of plot of land at Owendoher Grove, Rathfarnham, Dublin 16 to ESB:

The Council at its meeting on 12th October 2015 approved a Part 8 infill housing development currently under construction on lands at Owendoher Grove, Ballyboden Road, Dublin 16,– Certified Minute No. H10a/1015 refers.

An application has been received from the ESB to acquire a plot of Council owned land adjacent the housing development for the erection of a substation to serve the development.

I recommend that the Council dispose of its interest in the plot of land coloured blue on Drawing No. 5000350844 comprising 7 sq. m. or thereabouts, 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 subject to the following terms and conditions:-

1. That the Council dispose of its interest in the plot of land coloured blue on Drawing No. 5000350844 comprising 7 sq. m. or thereabouts for the consideration of €10 (ten euro).
2. That the ESB shall pay a contribution in respect of the Council’s legal fees.
3. That in the event of any name change to applicant prior to formal completion of the legal transfer, the applicant must provide documentary evidence to the Council proving that the new named party is one and the same as the named applicant heretofore to enable the transfer to complete.
4. That each party shall use their best endeavours to complete the transaction within a reasonable timeframe following adoption of the disposal resolution.
5. That the Law Agent shall draft the necessary documents and shall include any further terms deemed appropriate in Agreements of this nature.
6. That no contract enforceable at law is created or intended to be created until such time as contracts have been exchanged.
7. That the disposal is subject to the necessary approvals and consents being obtained.

The lands being disposed of were acquired from Mary Gilmore on 6th December 2000 for roads purposes.

The report was **NOTED** and it was proposed by Councillor M.Ward, seconded by Councillor D. Richardson and **RESOLVED:**

“That the proposed Disposal of plot of land at Owendoher Grove, Rathfarnham, Dublin 16 to ESB be **ADOPTED** and **APPROVED.”**

b) Proposed disposal of substation site to ESB Networks at Grange Castle:

An application has been received from ESB Networks, Clanwilliam House, Clanwilliam Place, Dublin 2 to acquire title to a site of Council owned land within Grange Castle Business Park for the purposes of erecting a substation facility to provide ongoing enhanced services to the park and its environs – Folio DN 10892 refers.

I recommend that the Council dispose of its interest in the subject site as outlined in red on Drawing No. 3325-b 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 subject to the following terms and conditions:-

1. That the Council dispose of its interest in the subject site outlined in red on Drawing No. 3325-b for the consideration of €10 (ten euro) if demanded.
2. That the subject site measures 5.94 square metres or thereabouts.
3. That the subject site is disposed of with full freehold title.
4. That the ESB shall discharge Council legal fees of up to €750 plus VAT in respect of the subject site.
5. That in the event of any name change to applicant prior to formal completion of the legal transfer, the applicant must provide documentary evidence to the Council proving that the new named party is one and the same as the named applicant heretofore to enable the transfer to complete.
6. That the ESB Solicitor will forward appropriate legal documents for completion by the Law Agent who shall include any further terms deemed appropriate in agreements of this nature.
7. That no contract enforceable at law is created or intended to be created until such time as contracts have been exchanged.
8. That the disposal is subject to the necessary approvals and consents being obtained.

The lands being disposed of were acquired from Richard Beattie on 27th May 2004 for Grange Castle Business Park.

The report was **NOTED** and it was proposed by Councillor M.Ward, seconded by Councillor D. Richardson and **RESOLVED:**

“That the proposed Disposal of substation site to ESB Networks at Grange Castle be **ADOPTED** and **APPROVED.”**

 c) Proposed disposal by way of lease of telecommunications ducts at Grange Castle Business Park to Edgeconnex Ireland Ltd:

EdgeConneX Ireland Limited, 6th Floor, South Bank House, Barrow Street, Dublin 4 are an international datacentre company developing lands adjacent to Grange Castle Business Park. They have a number of approved planning applications (SD16A/0176, SD16A/0214, SD16A/0345 AND SD17A/0027) which were consented by GCFM in terms of an agreed interface with the Business Park. This interface includes both connection to the foul sewer pumping station and connection to the business park road network, subject to terms.

Edgeconnex Limited have already agreed terms for connections to the foul pumping station, access to the business park road network and services and a wayleave in favour of South Dublin County Council for the provision of wastewater services to lands West of the R120 at Grange castle Business Park together with associated works which are under construction.

The Council in its capacity as the developer of Grange Castle Business Park and having regard to the principles of good estate management in the interests of the Park as a whole, has provided a range of infrastructural services to service and facilitate clients locating in the Park, interface agreements with adjoining developments, including underground telecommunications ducts.

The Ducts have been provided in a number of phases of the park development and as part of the R120 road construction EdgeConneX Ireland Limited has now applied for a lease ducts referenced 1A comprising 1,506 metres as identified coloured green on drawing numbered 02\_028D\_9011.

I recommend that the Council grant a lease to EdgeConneX Ireland Limited in respect of underground telecommunications ducts referenced 1A measuring 1,506 metres at Grange Castle Business Park, Dublin 22 for the purpose of providing telecommunications to their site adjacent to the Park, 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 subject to the following terms and conditions:-

1. To use the Duct as identified coloured green on drawing numbered 02\_028D\_9011 for the transmission and reception of telecommunications signals in digital data and impulse signals and for no other purpose what so ever.
2. The ducts referenced 1A measuring 1,506 metres or thereabouts as identified coloured green on drawing numbered 02\_028D\_9011 comprise of two way ducting including all chambers, manholes, junctions chambers and covers but excluding surrounding soil of the surface, except where the cover of a chamber or junction chamber is on and includes the surface.
3. The lease shall be for a term of 999 years subject to payment of a Capital Premium of €86,640.18 (i.e. 1,506 metres at €57.53 per metres)
4. The rent reserved in the Lease shall be €100 per annum reviewable every 5 years by reference to the Consumer Price Index.
5. In the event of consent being granted to a change of use of the Ducts the Lessee shall pay €150 per metre increased by reference to the Consumer Price Index or the open market value of the Ducts at the date of application for consent whichever is greater. In the event of dispute the matter will be referred to an independent professional valuer nominated by the President of the Irish Auctioneers and Valuers Institute and his determination shall be binding. For the avoidance of doubt the upgrading of any cabling within the Duct from time to time throughout the term of the Lease to its most technologically advanced equivalent shall not constitute a change of use.
6. Any breach in the terms of the Lease not remedied within sixty days of the service of notice or in the event of the liquidation or receivership of the Company the Council shall be entitled to terminate the Lease by written notice.
7. The Lessee shall obtain the prior written consent of the Council, which consent shall not be unreasonably withheld, for the purpose of repairing, renewing, maintaining, inspecting or replacing the ducts.
8. Where such opening up is necessary, the Lessee shall obtain the prior written consent of the Council to the opening up of the grounds above the Duct, which consent shall not be unreasonably withheld, for the purpose of repairing, renewing, maintain, inspecting or replacing the ducts.
9. Reinstatement works shall be carried out in accordance with the guidelines for opening, backfilling and reinstatement of trenches in public roads as published by the Department of the Environment and Local Government in, April 2002 or as amended from time to time.
10. The Council reserves the right, at its expense, to alter or vary the route of the duct or any part thereof, for the purpose of facilitating any present or future development of the Park subject to the terms of the Lease.
11. The Lessee shall furnish on demand:-

(i) A statement listing any alterations and/or additions to the services in the ducts.

(ii) Copy of current licence for the use of the Ducts/Services provided through them from the Minister for Communications, Marine and National Resources or other regulatory authority and satisfactory evidence that all fees have been paid up to date, if applicable.

(iii)       Furnish annually site maps and as built drawings detailing new extensions to the existing infrastructure including drop connection routes, if applicable.

1. The Lessee is to ensure that all parts of the Ducts including the chambers, manholes and covers are permanently and securely covered with covers of sufficient design and strength to withstand the weight of such vehicular, pedestrian and other traffic that may be reasonably expected to pass over them.
2. The Lessee shall not assign, transfer, mortgage or share the possession or occupation of the ducts or any part thereof without the prior written consent of the Council, which consent shall not be unreasonably withheld, but which consent shall not be required for a transfer to an occupier, sub-tenant or assignee of the Lessee’s site.
3. The Lessee shall acknowledge that it shall be reasonable for the Council to withhold its consent under term 13 if the Council has spare capacity in any services ducts in the Park.
4. To keep the ducts insured with a reputable insurer against loss or damage in a sum sufficient to cover the full cost of reinstating the ducts including Architects fees, site clearance costs, allowances for cost and price inflation, VAT, stamp duties and all other incidental expenses in connection with the rebuilding of the ducts.
5. To indemnify and keep indemnified the Council against all and any expenses, costs, claims, demands, damages and other liabilities, in respect of any claim made directly or indirectly out of the occupation of the Council’s lands or the failure by the Lessee to comply with its obligations.  The minimum limit of indemnity required is €10m (Ten million Euro) for any single event.
6. At all times during the occupation of the Council’s lands the Lessee shall comply with all statutory requirements and enactments and execute at its own expense any works or arrangements that may be required.
7. Each party shall be responsible for its own legal costs in this matter.
8. The Lease Agreement shall contain such other terms and conditions as are deemed appropriate by the County Solicitor in Leases of this nature.
9. No agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.
10. That in the event of any name change to applicant prior to formal completion of the legal transfer, the applicant must provide documentary evidence to the Council proving that the new named party is one and the same as the named applicant heretofore to enable the transfer to complete.

The lands being disposed of form part of lands acquired from Kenneth Beattie, Richard & John Beattie and Marie Corrigan in 2003, 2004 and 2008 respectively for future development and road widening purposes.

The report was **NOTED** and it was proposed by Councillor M.Ward, seconded by Councillor D. Richardson and **RESOLVED:**

“That the proposed Disposal by way of lease of telecommunications ducts at Grange Castle Business Park to Edgeconnex Ireland Ltd be **ADOPTED** and **APPROVED.”**

d) Proposed disposal of land at Grange Castle South to Amazon Data Services Ireland Ltd:

An application, has been received from Amazon Data Services Ireland Limited, One Burlington Plaza, Burlington Road, Dublin 4 to acquire 40.19 acres with an option to purchase a further 6.55 acres or thereabouts at Grange Castle Business Park South to construct a data centre campus with related facilities to support the growing demand for cloud computing services in the region. Amazon has established itself as a key employer in Ireland and the investment in South Dublin County Council is a testament to the facilities offered at Grange Castle Business Park.

I recommend that the Council dispose of lands totalling 46.74 acres or thereabouts at Grange Castle Business Park to Amazon Data Services Ireland Limited (the Applicant), One Burlington Plaza, Burlington Road, Dublin 4 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 as follows:

1. (i) 40.19 acres or thereabouts by way of a 999 year Lease (the main site) on drawing No. 02\_028D\_9150.

(ii) 6.55 acres or thereabouts by way of 999 Lease on the exercising by Amazon Data Services Ireland Limited of the option to purchase the Option Site on Drawing No. 02\_028D\_9151.

1. (a) That the lands being disposed of in the first instance (the main site) comprise approximately 40.19 acres or thereabouts. The precise boundaries have yet to be established. A formal Land Registry compliant map shall be prepared by the Council for inclusion with the legal documents and furnished to the Applicant for approval in early course but in the interim a draft plan for identification purposes drawing no. 02\_028D\_9150 is annexed showing the site outlined in red.

(b) The Council will retain a 10 metre wayleave area shaded yellow along the northern, southern and western boundaries. There is a requirement for a 15 meter wayleave area shaded blue along the eastern boundary. These will be required within the perimeter of the lands being disposed of to facilitate the future servicing by the Council of this site, the Business Park and any other lands. The Applicant is aware that the Council, it’s Servant or Agents have commenced works over the wayleave area surrounding the cardinal directions North, South, East and West of the disposal site to facilitate various construction and service provision projects which may run for the next 12-18 months.

1. That the consideration due to the Council shall be calculated on the basis of the sum of €500,000.00 euro) per acre (the “Purchase Price”), payable, as to the amounts described at (a), (b) and (c) below:-
	1. 10% of the Purchase Price on signing and exchange of a Contract for Sale / an Agreement for Lease in respect of the site. Such amount to be refunded in the event that the development proposed for the site does not receive full planning permission, and/ or in the event of any of the terms and conditions of the disposal not having been satisfied.
	2. 80% of the Purchase Price within 15 business days of date of the Applicant’s entry onto the site for the purpose of commencing construction works on foot of the final grant of planning permission (provided that, for the avoidance of doubt, the Applicant shall be entitled to carry out due diligence and engineering analysis activities (including, but not limited to geotechnical analysis and studies, soils testing, water analysis, site borings, environmental assessments, etc.) prior to the payment of this sum in accordance with any building licence to that effect as described in term 13.
	3. The remaining 10% of the Purchase Price on the grant of the Master Lease which shall occur at the time and in the manner set out at 13 below.

The Council shall be entitled to charge interest at a rate of eight per cent (8%) per annum on any outstanding sums in the event of failure by the Applicant to pay the foregoing sums on the above dates. This interest rate penalty shall be calculated on a daily basis for any period of time deposits are outstanding without cause.

4.

The Council shall, in consideration of the payment of an Annual Option Fee payable yearly in advance, commencing on the date of signing of the contract for sale for the disposal of the 40.19 acres (the main site), be prepared to grant a two year Option to Amazon Data Services Ireland Limited, only, to purchase the Option Site, measuring 6.55 acres shown on Drawing No. 02\_028D\_9151. The Option Fee will be payable on the anniversary of the signing of the contract referred to above.

Should the Option be exercised in accordance with term no. 4 (a) above the consideration payable to the Council shall be calculated on the basis of the sum of €500,000 per acre linked to the Irish CPI (Consumer Price Index) for the duration of the option period with effect from the signing of the contract for sale for the main site. The consideration will be payable in the same manner as outlined in term no. 3.

1. The option fee structure is as follows…
	1. Year 1 – 1% of the purchase price of €500,000 per acre or approximately €32,750
	2. Year 2 – 2% of the purchase price of €500,000 per acre escalated by the CPI in 3b above.

|  |  |
| --- | --- |
|  | **Option Site** |
| **Area** | 6.55 acres |
| **Consideration** | €3,275,000 |
|  |  |
| **Payable Year 1 – 1%** | €32,750 |
| **Payable Year 2 – 2%** | €65,500 |

1. Any extension of the Option Agreement and the terms and conditions of any such extensions shall be at the sole and absolute discretion of the Council.
2. The Option Agreement shall be strictly non-transferable, save where it is transferred as part of a permitted transfer under the terms of the Agreement as referenced in 13 below, and shall be prepared by the Council’s Law Agent and shall include terms and conditions normally contained in agreement of this type. In particular, the option site may be used only for the expansion of Amazon Data Services Ireland Limited facilities on the main site or by a subsidiary company of Amazon Data Services Ireland Limited involved in a related activity.
3. The Applicant is aware that within the option site there is a services corridor measuring approximately 1.64 acres as shaded orange on drawing 02\_028D\_9151. There are a number of privately owned and managed services within this corridor. Any diversion and or access of these services on the option site will be a matter for the Applicant.
4. Should the Applicant exercise the option to purchase the option site a wayleave corridor will be required along the services corridor.
5. That the applicant is aware of a 10 metre wayleave for a Foul Sewer located within the entire lands being disposed hatched green on drawings 02\_028D\_9150 and 02\_028D\_9151. Any diversion of these services on the disposal site will be a matter for the Applicant.
6. That the Applicant acknowledges and accepts that the burdens identified on the folios listed below form part of this disposal:-

Burden No 6, Plan Nos.5 and 7 Folio 10892

Burden No 3 Plan No 3 Folio DN1903

Burden No. 4 Plan 19 Folio DN 14491

Burden No. 2 Plan 12 Folio DN 5849

1. The Applicant is aware and accepts the existing access route cross hatched purple and identified by points C to D on drawing 02\_028D\_9150 to an existing mast structure at point D.
2. The Applicant is aware of the existence of a stream which traverses the north east section of the disposal site. Any diversion of this stream is a matter for the Applicant.
3. The Applicant has been informed of the construction of fibre ducting corridors as part of the current road upgrade of the R120. Private utility company’s services will be contained within these corridors along the South and Western boundaries of the disposal site. Any diversion and or access of duct corridors services on the disposal site will be a matter for the Applicant.
4. There are outbuildings and derelict dwellings located on the lands being disposed of and demolition of these buildings/dwellings are a matter for the Applicant.
5. That the Applicant must apply for full planning permission (and if requested provide an Environmental Impact Statement) for Phase I development of the site not later than 6 months following the resolution of the archaeology matters on the site.
6. That: (i) if the works (meaning site preparation and shell and core construction) have not commenced within six months of the date of final grant of planning permission for the development, or by 31st December 2019 whichever is the later, or such later date as may be agreed in writing with South Dublin County Council; or (ii) if shell and core works are not substantially completed in accordance with the final grant of planning permission within thirty (30) months from the date of commencement of such works; or (iii) such later date as may be agreed in writing with South Dublin County Council; then either party may by written notification on the other rescind the agreement for lease / contract for sale. And further that, in the event that the final grant of planning permission is issued containing conditions which the Applicant considers to be onerous, the Applicant may by written notification on the Council rescind the agreement for lease / contract for sale. In event of rescission on any of the foregoing grounds, any monies paid to the date thereof under 3 above shall be repaid to the Applicant without payment of interest. It is acknowledged that construction of the data centre may occur on a staged basis and provided the Applicant has commenced and completed the first phase thereof to be defined as the point at which the first data hall (which is part of the property and not the whole), external works including roads, carparks, attenuation ponds, landscaping, berming and HV Substation is completed and ready for customer use (“Phase I”) within the time frames set out in this paragraph it will be deemed to have complied with its obligations herein.
7. That the Council shall enter into an agreement for lease or contract for sale in respect of the sale of the site to the Applicant (by way of grant of the Master Lease), based on and to give effect to these heads of terms, and which agreement / contract shall contain a licence authorising the Applicant to enter onto the site from the date thereof prior to the grant of the Master Lease, to carry out due diligence and site analysis (including, but not limited to geotechnical analysis and studies, soils testing, water analysis, site borings, environmental assessments, etc.) prior to the grant of final planning permission, and after the issue of such permission, to construct the data centre. The agreement / contract shall contain further reasonable obligations upon the Applicant with respect to that construction to ensure the satisfactory completion of the approved development on the site.
8. The Applicant will be responsible for all planning levies and contributions payable in accordance with the Council’s Development Contribution Scheme made under the Planning and Development Act 2000. The Contributions under the Scheme are payable prior to entry on to the site or as otherwise agreed by the Council. The applicants must satisfy themselves as to the capacity of all services to service the proposed development.

[A special Arts contribution fixed at 50 cent per square foot of gross building areas shall also apply payable no earlier than the grant of the Master Lease.]

1. That all site investigations (including archaeological investigations), groundworks, overhead cable diversions, demolitions/site clearance/septic site removal (such works are subject to regulations and to obtaining the relevant statutory licences), services connections, development and associated costs incurred in the delivery of the entire completed development shall be borne by the applicants. Subject to any requirements arising from the Councils own investigations being their responsibility to discharge at their expense.
2. That the Applicant shall undertake not to use the site for any purposes other than that of due diligence and site analysis prior to the final grant of planning permission and thereafter for the purpose of carrying out the proposed development which will allow for the operation of a network operations centre and computer data centre including the storage, assembly, installation, operation, maintenance and repair of equipment used in a networking operations and computer data centre; General office use; and other ancillary and related uses and for any other use in compliance with Legal Requirements (all of the above being individually a "Permitted Use" and collectively "Permitted Uses") and subject to the terms of the “Master Lease” (see 18 below). All buildings shall be occupied by the applicants or their tenants, agents, employees, invitees and/or assigns in accordance with the terms of the Master Lease.
3. That the Applicant shall build nothing (except with the prior written approval of the Council) on the site except the buildings shown on the approved drawings and for which Planning Permission has been granted, as outlined in term no. 12. Full ‘as constructed’ drawings shall be appended to the Master Lease. A maintenance Plan for the external areas and buildings shall be submitted to the Council.
4. That as soon as works have reached eaves level in Phase I (in other words the “topping-out” phase, meaning that all foundations are in place, the structural system is erected and inspected, and the building is weather-tight with roof complete) in accordance with relevant planning permission(s) in the development on the site, and if the works have been carried out to the satisfaction of the Councils Consultant Engineers acting reasonably, the Council will grant the Applicant a lease of that site. The lease shall be for a term of 999 years (commencing from a date to be agreed upon, but no earlier than the date of Practical Completion of the buildings thereon) subject to a rent of €500 per annum (exclusive of rates, taxes, and outgoings in respect of the site) which will be reviewed at the end of every 5 years of the term in line with any changes in the Irish Consumer Price Index. The Council’s Solicitors shall draft the lease for approval by the Applicant’s Solicitors. The lease granted shall be known as the Master Lease (“Master Lease”). The Master Lease shall provide that the lessee shall become a member of the management company for the Business Park, and shall pay the annual service charge described in accordance with the provisions of the Master Lease and appendices thereto.
5. That the Agreement to Lease or contract for sale is not to operate as a lease and it shall not be transferable save in the case of a financial institution of good standing which has entered into a mortgage with the Applicant specifically for the purposes of financing the Applicant to undertake the development of the site.
6. That South Dublin County Council reserves the right, only to be exercised by the Council acting reasonably, to re-enter on the site and resume possession thereof should the applicants fail to commence and complete the buildings within the period specified at 12 above or in the event of the dissolution, bankruptcy or insolvency of the applicants save in the case where a Financial Institution which has entered into a mortgage with the applicants for the purposes of financing the development of the site and enforces its security against the site. South Dublin County Council shall provide written notice of any intent to exercise this right and offer a 30 day cure period for rectification of any default on the Applicant’s part, including use of mediation/arbitration, or similar third-party intercession.
7. That during the building period and pending the grant of the Master Lease, the applicant will provide all reasonably required evidence of the ‘all-risks’, public liability and employer’s liability insurance cover maintained by the Applicant for the construction period. It is acknowledged that following completion of the construction of the data centre, the building and all insurable risks associated therewith will be included in the Applicant’s self-insurance programme. All insurance will be subject to the approval of the Councils insurance advisors, acting reasonably.

The insurance shall contain an indemnity to principals clause, and will be for such an amount as will provide cover for the full Reinstatement Value of so much of the building as is erected at any time together with a sum for Professional Fees and removal of debris charges

The Applicant shall also indemnify South Dublin County Council against any claim for compensation which might / may be made by any party arising out of building works being carried out on the site, or any working areas or on any access points thereto.

1. That the Council is and shall be carrying out extensive construction projects in the Business Park. Both parties shall use their reasonable endeavours to ensure that any interaction between respective contractors employed to carry out any works including, but not limited to building or road works, is carried out in an open and transparent manner with engineers and liaison officers such as to ensure that no additional contract costs accrue to either party.
2. That no uncovered outdoor storage shall be permitted on the subject lands. All processing, packing, waste disposal or recycling and such like operations shall be carried out within suitable structures or equipment such as compactors located on the premises in accordance with any statutory regulations or requirements in that regard.
3. That all car and commercial vehicle parking areas, loading areas and service areas must be suitably landscaped and screened from public view. In this regard the Applicant shall carry out at the Applicant’s costs such boundary and landscape treatment works as the Council may reasonably require, bearing in mind the nature of the Park and provided that such works are not substantially more than required of any other occupiers of the Park during construction. Such works may, only where reasonable, be in addition to similar works required under a planning permission for development of the subject lands. The Applicant shall submit a copy of its landscaping and security plan to the Council’s Development Department prior to the grant of the Master Lease for approval.
4. That each party shall be responsible for their own professional (i.e. legal, engineering, architects, and other required consultants’) fees in this case.
5. That the Applicant shall pay any V.A.T., stamp duty or taxes arising at any stage in this transaction (except where any lawful exemption or relief therefrom applies), including on the creation of a Building Licence (if any), an Agreement to Lease or contract for sale, and a Master Lease.
6. That the Council’s Solicitors shall draft the agreements, contracts and leases substantially in the forms previously provided to the Applicant for review and may include further reasonable terms and conditions as deemed appropriate to give effect to the heads of terms set out herein, including provision for use of an expert or arbitrator process to settle any disputes arising, as appropriate, in order to achieve a reasonable balance in the protection of the parties’ respective interests in the matter. In the case of disputes concerning final measurement and valuation of the site for the purposes of calculating the Purchase Price, an arbitration clause shall refer to the appointment of a Chartered Valuation Surveyor to act as arbitrator. This person to be appointed by agreement of the parties or in default of agreement to be appointed by the President of the Society of Chartered Surveyors in the Republic of Ireland. The costs of any arbitration to be borne equally by the parties.
7. That the Applicant shall satisfy South Dublin County Council (acting reasonably) prior to exchange of the agreement for lease / contract for sale, that sufficient funds are available for the payment of the sums set out in paragraph 3 above, and prior to commencement of construction on foot of the final grant of planning permission or each phase thereof, to cover the capital costs of such construction or the relevant phase thereof as appropriate.
8. That the above proposal is subject to the necessary approvals and consents being obtained in order to allow full construction activities.
9. The Applicant is asked to furnish a letter from their solicitors setting out the proper name of the intending purchaser.In the event of any name change to applicant prior to formal completion of the legal transfer, the applicant must provide documentary evidence to the Council proving that the new named party is one and the same as the named applicant heretofore to enable the transfer to complete.
10. No agreement enforceable at law is created or is intended to be created until an exchange of contracts has taken place.

The larger northern site being disposed of was acquired on 27 May 2004 from Richard Beattie for Grange Castle Business Park.

The smaller north western site being disposed of was also acquired from Richard Beattie - the portion of road was acquired on 1 January 1963 for roads purposes and the remaining portion was acquired on 7 November 2003 for Grange Castle Business Park.

The report was **NOTED** and it was proposed by Councillor M.Ward, seconded by Councillor D. Richardson and **RESOLVED:**

“That the proposed Disposal at Grange Castle South to Amazon Data Services Ireland Ltd be **ADOPTED** and **APPROVED.”**

e) Proposed disposal of land at Grange Castle Business Park to Interxion Ireland Designated Activity Co:

By way of Order DEV/66/14 dated 26th November 2014 recommended the disposal of 5.02 acres or thereabouts at Grange Castle Business Park to Interxion Ireland Limited, Unit 24 Hume Avenue, Parkwest Business Park, Dublin 12 subject to certain terms and conditions. The proposed disposal was noted at the Meeting of the Council held on the 8th December 2014. Minute No. H7b)/1214 refers.

A final grant of planning permission was granted on 9th April 2015 for the construction of a data centre, office accommodation and ancillary works with a gross floor area of 5,530 sq. metres (Planning Ref. SD15A/0034). This development was fully completed and officially opened in March 2017.

The new Companies Act 2014, which came into effect on the 1st June 2015, created a new company type, the **Designated Activity Company (DAC)**. As a result Interxion Ireland Limited now operates under the name Interxion Ireland Designated Activity Company.

An application has now been received from Interxion Ireland Designated Activity Company (the Applicant) to purchase a further area of 0.22 acres with an option to purchase a further 7.13 acres to cater for the expansion of their existing facility.

I recommend that the Council dispose of lands totalling 7.35 acres or thereabouts at Grange Castle Business Park to Interxion Ireland Designated Activity Company, Grange Castle Business Park, Nangor Road, Dublin 22 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 as follows:

1. 0.22 acres or thereabouts by way of a 999 year lease, as shown outlined red on Drawing 02\_028D\_1033.
2. 5.87 acres or thereabouts by way of 999 year Lease on the exercising by the Applicant of the Option to purchase the Option Site 1 shown coloured yellow and outlined red on Drawing No. 02\_028D\_1033.
3. 1.26 acres or thereabouts by way of 999 year Lease on the exercising by the Applicant of the Option to purchase the Option Site 2 shown coloured orange and outlined red on Drawing No. 02\_028D\_1033. The Development potential of this site is limited to roads and services and the Applicant is aware that the site contains services owned by 3rd party service provider(s). Existing wayleaves including 24 hour access by service provider(s) cannot be affected by this disposal. It is a matter for the Applicant to agree any variance to the current wayleave arrangement with the 3rd party service provider(s).

and subject to the following terms and conditions:-

1 (a) That the lands being disposed of in the first instance comprise approximately 0.22 acres or thereabouts. The precise boundaries, particularly the northern boundary have yet to be established. A formal disposal map shall be prepared in due course by the Council for inclusion with the legal documents but in the interim a draft plan for identification purposes Drawing No ­­­­02\_028D\_1033 is annexed showing the site outlined in red.

1. The Applicant shall at no cost to the Council construct the proposed access road from points A to B as shown over the Council owned lands as identified by pink broken lines on drawing 02\_028D\_1033. Specifications for this access Road to be agreed with South Dublin County Council in advance and will be to a similar standard and specification to the existing road on the Applicants existing site.
2. The Council will retain wayleaves on the sites as follows:
3. The Council will retain a 10 metre wayleave on the northern boundary, a 5 metre wayleave along the southern, western and eastern boundaries of Option Site 1. These wayleaves will be required within the perimeter of the lands being disposed of to facilitate the existing and future servicing by the Council of this site and any other lands.
4. The Council will retain a wayleave on the entirety of Option Site 2.
5. That the consideration due to the Council shall be calculated as follows:
	* 1. The lands being disposed of in the first instance comprising of approximately 0.22 acres on the basis of the sum of €500,000 (five hundred thousand euro) per acre (the “Purchase Price”),
		2. The lands referred to as Option site 1 comprising of 5.87 acres on the basis of a sum of €500,000 (five hundred thousand euro) per acre (the “Purchase Price”)
		3. The lands referred to as Option site 2 comprising of 1.26 acres on the basis of a sum of €500,000 (five hundred thousand euro) per acre ameliorated to €250,000 (the “Purchase Price”) per acre on the basis of the scale and nature of the 3rd party wayleaves on the site which render the land currently undevelopable. Should this change the Council will receive the full consideration of €500,000 per acre plus CPI.

payable for the lands, as to the amounts described at (a), (b) and (c) below:-

(a) 10% of the Purchase Price on signing and exchange of a Contract for Sale / an Agreement for Lease in respect of the site. Such amount to be refunded in the event that the development proposed for the site does not receive full planning permission, and/or in the event of any of the terms and conditions of the disposal not having been satisfied.

(b) 80% of the Purchase Price within 15 business days of date of the Applicants entry onto the site for the purpose of commencing construction works on foot of the final grant of planning permission (provided that, for the avoidance of doubt, the Applicant shall be entitled to carry out due diligence and engineering analysis activities (including, but not limited to geotechnical analysis and studies, soils testing, water analysis, site borings, environmental assessments, etc.) prior to the payment of this sum in accordance with any building licence to that effect as described in term no. 6.

(c) The remaining 10% of the Purchase Price on the grant of the Master Lease which shall occur at the time and in the manner set out in term no. 11 below.

The Council shall be entitled to charge interest at a rate of eight per cent (8%) per annum on any outstanding sums in the event of failure by Interxion Ireland Limited to pay the foregoing sums on the above dates. This interest rate penalty shall be calculated on a daily basis for any period of time deposits are outstanding without cause.

3.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Option Fees** | **Purchase Price per acre** | **Year 1****1% per acre** | **Year 2****2% per acre** | **Year 3****3% per acre** |
| Option Site 1 5.87 acres | €500,000 | €29,350 | €58,700 | €88,050 |
| Option Site 2 1.26 acres | €250,000 | €3,150 | €6,300 | €9,450 |
| Consideration Due: |  | **€32,500** | **€65,000** | **€97,500** |

 (a) The Council shall, in consideration of the payment of an Annual Option Fee, payable yearly in advance, commencing on the date of signing of the contract for the disposal of the 0.22 acre site, be prepared to grant a three year Option to the Applicant, only, to purchase the Option Site 1, measuring 5.87 acres and Option Site 2 measuring 1.26 acres shown on Drawing No. 02\_028D\_1033. The Option Fee will be payable on the anniversary of the signing of the contract referred to above and shall be calculated as illustrated in the table below:

1. Should the Option be exercised in accordance with term 3 (a) above the consideration payable to the Council shall be calculated on the basis of the sum of €500,000 per acre for Option Site 1 and €250,000 per acre for Option Site 2 both linked to the CPI (Consumer Price Index) for the duration of the option period with effect from the signing of the contract for the main site. The consideration will be payable in the same manner as outlined in term no. 2
2. The Option Fee shall be set off the consideration for the option sites provided (i) the option is exercised by the Applicant within the option period specified in term 3(a) and (ii) that all approved developments on the 0.22 acre disposal site and construction of the access road are fully completed and occupied to the satisfaction of the Council. In the event that (i) and (ii) above are not complied with the Council will retain the Option Fee, together with any interest thereon. The question of extending the Option Agreement and the terms and conditions of any such extensions shall be at the sole and absolute discretion of the Council.
3. The Option Agreement shall be strictly non-transferable and shall be prepared by the Council’s Law Agent and shall include terms and conditions normally contained in agreement of this type. In particular, the option site(s) may be used only for the expansion of the Applicants facilities by a subsidiary company of the Applicant involved in a related activity.

4. That the Applicant must apply for full planning permission (and if requested provide an Environmental Impact Statement) for the development of the 0.22 acre disposal site not later than 31st December 2018 and within 6 months on the exercising of the option to purchase the option sites or such other date as may be approved solely at the discretion of the Council. The Applicant shall forward to the Council within six months of the date of final grant of planning permission, and in any event, no later than one month prior to the Applicant commencing works on foot of the final grant of planning permission, a copy of the outline building programme for such works describing the key construction milestones.

 5. That: (i) if the construction works (meaning site preparation and shell and core construction) have not commenced within six months of the date of final grant of planning permission for the development, or such later date as may be agreed in writing with South Dublin County Council; or (ii) if shell and core construction works are not substantially completed in accordance with the final grant of planning permission within thirty (30) months from the date of commencement of such works then either party may by written notification on the other rescind the agreement for lease / contract for sale. And further that, in the event that the final grant of planning permission is issued containing conditions which the Applicant considers to be onerous, the Applicant may by written notification to the Council rescind the agreement for lease / contract for sale. In event of rescission on any of the foregoing grounds, any monies paid to the date thereof under term no. 2 above shall be repaid to the Applicant without the payment of interest. It is acknowledged that construction of the data centre may occur on a staged basis as will be evident from the building programme described in term no.4 above, and provided the Applicant has commenced and completed the first phase thereof within the time frames set out in this paragraph it will be deemed to have complied with its obligations herein.

6. That the Council shall enter into an agreement for lease or contract for sale in respect of the sale of the site to the Applicant (by way of grant of the Master Lease), based on and to give effect to these heads of terms, and which agreement / contract shall contain a licence authorising the Applicant to enter into the site from the date thereof prior to the grant of the Master Lease, to carry out due diligence and site analysis (including, but not limited to geotechnical analysis and studies, soils testing, water analysis, site borings, environmental assessments, etc.) prior to the grant of final planning permission, and after the issue of such permission, to construct the data centre. The agreement / contract shall contain further reasonable obligations upon the Applicant with respect to that construction to ensure the satisfactory completion of the approved development on the site.

7. That the Applicant will be responsible for all planning levies and contributions payable in accordance with the Council’s Development Contribution Scheme made under the Planning and Development Act 2000, as amended, and agrees not to exercise any right to appeal against the financial contributions. The contributions under the Scheme are payable prior to entry on to the site or as otherwise agreed by the Council. The Applicant must satisfy themselves as to the capacity of all services to service the proposed development.

[A special Arts contribution fixed at 50 cent per square foot of gross building areas shall apply and shall be payable no earlier than the grant of the Master Lease.]

 8. That all site investigations (including archaeological investigations), groundwork’s, overhead cable diversions, demolitions/site clearance/septic site removal (such works are subject to regulations and to obtaining the relevant statutory licences), services connections, development and associated costs incurred in the delivery of the entire completed development shall be borne by the Applicant.

9. That the Applicant shall undertake not to use the site for any purposes other than that of carrying out the proposed development, i.e. a data centre and related facilities which contain its substantial operations and subject to the terms of the “Master Lease” (see term no. 11 below). All buildings shall be occupied by the applicants or their tenants, agents, employees, invitees and/or assigns in accordance with the terms of the Master Lease.

 10. That the Applicant shall build nothing (except with the prior written approval of the Council) on the site except the buildings shown on the approved drawings and for which Planning Permission has been granted, as outlined in term no. 4. Full ‘as constructed’ drawings shall be appended to the Master Lease. A maintenance Plan for the external areas and buildings shall be submitted to the Council.

11. That as soon as building works have reached eaves level (in other words the “topping-out” phase of construction, meaning that all foundations are in place, the structural system is erected and inspected, and the building is weather-tight with roof complete) in accordance with relevant planning permission(s) in the development on the site, and if the works have been carried out to the satisfaction of the Councils Consultant Engineers acting reasonably, the Council will grant the applicants a lease of that site. The lease shall be for a term of 999 years (commencing from a date to be agreed upon, but no earlier than the date of Practical Completion of the buildings thereon) subject to a rent of €500 per annum (exclusive of rates, taxes, and outgoings in respect of the site) which will be reviewed at the end of every 5 years of the term in line with any changes in the Irish Consumer Price Index. The Council’s Solicitors shall draft the lease for approval by Interxion Ireland Limited’s solicitors. The lease granted shall be known as the Master Lease (“Master Lease”). The Master Lease shall provide that the lessee shall become a member of the management company for the Business Park and shall pay the annual service charge described in accordance with the provisions of the Master Lease and appendices thereto.

12. That the Agreement to Lease or contract for sale is not to operate as a lease and it shall not be transferable save in the case of a financial institution of good standing which has entered into a mortgage with the applicants specifically for the purposes of financing the applicants to undertake the development of the site.

13. That South Dublin County Council reserves the right, only to be exercised by the Council acting reasonably, to re-enter on the site and resume possession thereof should the Applicants fail to commence and complete the buildings within the period specified at term no. 5 above or in the event of the dissolution, bankruptcy or insolvency of the applicants save in the case where a Financial Institution which has entered into a mortgage with the applicants for the purposes of financing the development of the site and enforces its security against the site. South Dublin County Council shall provide written notice of any intent to exercise this right and offer a 30 day cure period for rectification of any default on the Applicants part, including use of mediation/arbitration, or similar third-party intercession.

14. That during the building period and pending the grant of the Master Lease, the Applicant will provide all reasonably required evidence of the ‘all risks, public liability and employer’s liability insurance cover maintained by Interxion Ireland DAC for the construction period. It is acknowledged that following completion of the construction of the data centre, the building and all insurable risks associated therewith will be included in the Applicants self-insurance programme. All insurance will be subject to the approval of the Councils insurance advisors, acting reasonably.

The insurance shall, be in the joint names of the Applicant and the Council, or shall contain an indemnity to principals clause, and will be for such an amount as will provide cover for the full Reinstatement Value of so much of the building as is erected at any time together with a sum for Professional Fees and removal of debris charges

The Applicant shall also indemnify South Dublin County Council against any claim for compensation which might / may be made by any party arising out of building works being carried out on the site, or any working areas or on any access points thereto.

15. That the Council is and shall be carrying out extensive construction projects in the Business Park. Both parties shall use their reasonable endeavours to ensure that any interaction between respective contractors employed to carry out any works including, but not limited to building or road works, is carried out in an open and transparent manner with engineers and liaison officers such as to ensure that no additional contract costs accrue to either party.

16. That no uncovered outdoor storage shall be permitted on the subject lands. All processing, packing, waste disposal or recycling and such like operations shall be carried out within suitable structures or equipment such as compactors located on the premises in accordance with any statutory regulations or requirements in that regard.

17. That all car and commercial vehicle parking areas, loading areas and service areas must be suitably landscaped and screened from public view. In this regard the Applicant shall carry out at the Applicant’s cost such boundary and landscape treatment works as the Council may reasonably require, bearing in mind the nature of the Park and provided that such works are not substantially more than required of any other occupiers of the Park during construction. Such works may, only where reasonable, be in addition to similar works required under a planning permission for development of the subject lands. The Applicant shall submit a copy of its landscaping and security plan to the Council’s Development Department prior to the grant of the Master Lease for approval.

18. That each party shall be responsible for their own professional (i.e. legal, engineering, architects, and other required consultants’) fees in this case.

19. That the Applicant shall pay any V.A.T., stamp duty or taxes arising at any stage in this transaction (except where any lawful exemption or relief therefore applies), including on the creation of a Building Licence (if any), an Agreement to Lease or contract for sale, and a Master Lease.

20. That the Councils Solicitor shall draft the agreements, contracts and leases and may include further reasonable terms and conditions as deemed appropriate to give effect to the heads of terms set out herein, including provision for use of an expert or arbitrator process to settle any disputes arising, as appropriate, in order to achieve a reasonable balance in the protection of the parties’ respective interests in the matter. In the case of disputes concerning final measurement and valuation of the site for the purposes of calculating the Purchase Price, an arbitration clause shall refer to the appointment of a Chartered Valuation Surveyor to act as arbitrator. This person to be appointed by agreement of the parties or in default of agreement to be appointed by the President of the Society of Chartered Surveyors in the Republic of Ireland. The costs of any arbitration to be borne equally by the parties.

21. That the Applicant shall satisfy South Dublin County Council (acting reasonably) prior to exchange of the agreement for lease/contract for sale, that sufficient funds are available for the payment of the sums set out in term no. 2 above, and prior to commencement of construction or the relevant phase thereof as appropriate.

22. That the above proposal is subject to the necessary approvals and consents being obtained – in order to allow full construction activities.

23. No agreement enforceable at law is created or is intended to be created until an exchange of contracts has taken place.

The lands being disposed of in the first instance (0.22 acres) were acquired from Thomas Beattie on 7 June 1978 for Grange Castle Business Park.

The lands at Option 1 site (5.87 acres) and Option 2 site (1.26 acres) were acquired from Alfred Beattie on 24 November 1997 for Grange Castle Business Park.

The report was **NOTED** and it was proposed by Councillor M.Ward, seconded by Councillor D. Richardson and **RESOLVED:**

“That the proposed Disposal of land at Grange Castle Business Park to Interxion Ireland Designated Activity Co be **ADOPTED** and **APPROVED.”**

**H8/0718 MANAGEMENT REPORT**

The following report by the Chief Executive, which had been circulated, and was **CONSIDERED:**

The Reports were **NOTED.**

 



**Use of overdraft facility**

Department approved overdraft facility = €25,000,000

No of days in Overdraft from 1st January to 22nd June 2018 = 0

### **H9/0718** **CAPITAL PROGRAMME UPDATE**

The following report by the Chief Executive, which had been circulated, was **CONSIDERED:**

[HI 9 Three Year Capital Programme Progress Report at 30th June 2018](http://www.sdublincoco.ie/sdcc/departments/corporate/apps/cmas/documentsview.aspx?id=60725)

A discussion followed with contributions from Councillors D. Looney, W. Lavelle, D. O’Donovan, B. Ferron, M. Johansson, C. O’Connor and J. Graham.

Mr. D. McLoughlin, Chief Executive, responded to the Member queries.

The report were **NOTED.**

### **H10/0718 PROPOSED EXTINGUISHMENT OF PUBLIC RIGHT OF WAY BETWEEN WHITEBROOK PARK AND RAHEEN CLOSE**

The following report by the Chief Executive, which had been circulated, was presented by Ms. L. Leonard A/Director of Land Use Planning & Transportation and was **CONSIDERED:**

South Dublin County Council at its meeting of 10/07/2017 under Section 73 of the Roads Act 1993 agreed to initiate the procedure to extinguish the Public Right of Way, between Raheen Close and Whitebrook Park.

The proposal to extinguish the public right of way was advertised in the Tallaght Echo on Thursday 20th July 2017 and signs were erected on site in accordance with Section 73 of the Roads Act, 1993. A Leaflet Drop was carried out to all homes in the vicinity on Tuesday 1st August 2017. The latest date for the receipt of objections, representations and requests for oral hearing was Thursday 31st August 2017.

The following is a breakdown of the submissions received in response to the public advertisement/notice:-

**Against the Extinguishment of the Right of Way**  **359**

Of which: 212 requested public lighting and or CCTV be provided in the laneway

 31 requested public lighting and CCTV Security linked to Garda Station,

 regular patrols of the lane and lane to be cleaned and graffiti free.

**In favour of Extinguishment of the Right of Way**  **304**

**Number of Requests for Oral Hearing 3**

**Reports from Utility providers:**

**Bord Gais** No comment on Proposal - Map with Pipeline in the vicinity - when an agreement has been reached contact Bord Gais re method of closure

**Eircom**  No comment on proposal – Map with Plant in the laneway.

Plan is kept in situ with documented stipulation of 24 hour access allowance to Eir’s plant by Eir or its agents for maintenance and upgrade or Eir’s existing plant is moved to an alternative location at LA’s expense.

**ESB** No comment on proposal – Map showing approximate location of underground services close to the laneway.

**Civils@UPC**

**Virgin media** No objection

**Water and Drainage** No objection – permanently retain access to Surface water drain

**Public Lighting** No objection

At the County Council Meeting held on 25th September 2017 the Council requested that an Oral Hearing be arranged.

Mr. Niall Hayden (retired Chief Technician) conducted the Oral Hearing on 29th March 2018. The Oral hearing was attended by three representative Groups, Raheen R.A, 4 delegates. Jobstown Estate Management 3 delegates and Whitebrook R.A, 4 delegates.

Having taken oral evidence at the hearing, read the submissions and visited the site the Chief Technican does not accept that the extinguishment of the public Right of Way and the fencing off of the area will eliminate the threat of Anti-Social behaviour, nusiance and noise associated with the Right of Way. The area in his opinion, because of its size, location and configuration would still attract Anti-Social behaviour and would be more susceptible to dumping and would be more difficult to control and police and recommends that the extinguishment of the public right of way between Raheen Close and Whitebrook Park not proceed and recommends to the Council that the implementation of remedial measures below be considered to improve and enhance the public safety and security on the Right of Way:-

1. Provide high quality anti-vandal Public Lighting along the Right of Way from Raheen Road to Cheeverstown Road. This lighting should be designed to cover all vulnerable areas so as to highlight and minimise potential danger spots to reduce the risk of crime.
2. Examination of a Community Based CCTV plan such as the scheme supported and grant aided by The Department of Justice and Equality. CCTV to be linked directly to Garda Station.
3. Provide litter bins in at least four locations, one on Maplewood Road adjacent to the entrance / exit to the Fortunestown Shop Centre, one on the south side of Maplewood Road at the Pedestrian Crossing, one on Raheen Road in the green area adjacent to point A. on Appendix Map. 1. and a fourth at the confluence of the Right of Way and the pathway from Whitebrook Park at point D. on Appendix Map. 1.
4. A mobility suitability survey to be carried out on the footpath surfaces within Whitebrook Park, and any deficiencies identified to be remedied.
5. It is considered that it would be advantages to permit the residents of Raheen Close to increase the height of their rear boundary walls, where the boundary walls abut and adjoin the grass margin area and Right of Way, to effect the maximum protection to their private property.
6. Should the above recommendations be adopted, I recommend that a review of the measures taken be undertaken after a period of 2 years.

The decision regarding the extinguishment of a public right-of-way is a reserved function of the Council.

The recommendation of the Committee will be brought to the attention of the Council.

A discussion followed with contributions from Councillors C. McCann, C. O’Connor, M. Genockey, D. Richardson,

L. Leonard A/Director of Land Use Planning & Transportation, responded to the Member queries

The reports were **NOTED** and it was proposed by Cllr. M Ward and Seconded by Cllr. M. Duff and **RESOLVED:**

“That the public right of way between Whitebrook Park and Raheen Close not be extinguished**.”**

### **H11/0718 TEMPLEOGUE VILLAGE PART 8 Check**

The following report by the Chief Executive, which had been circulated, was presented by Ms. L. Leonard, A/Director of Land Use Planning & Transportation and was **CONSIDERED:**

[H11 Part 8 Templeogue Village](http://www.sdublincoco.ie/sdcc/departments/corporate/apps/cmas/documentsview.aspx?id=60730)

A discussion followed with contributions from Councillors P. Foley, P. Kearns, R McMahon and D. Looney.

Mr. D. McLoughlin, Chief Executive, responded to the Member queries

The reports were **NOTED** and it was proposed by Cllr. Kearns and Seconded by Cllr. Foley and **RESOLVED:**

“That the Templeogue Village Part 8 be **ADOPTED** and **APPROVED.”**

**H12/0718 REPORT ON THE PROPOSED SECTION 85 AGREEMENT WITH DUN LAOGHAIRE/RATHDOWN REGARDING THE DELIVERY OF THE DUBLIN URBAN RIVERS LIFE PROJECT**

The following report by the Chief Executive, which had been circulated, was presented by Ms. T. Walsh Director of Environment, Water & Climate Change and was **CONSIDERED:**

The reports were **NOTED** and it was proposed by Cllr. W. Lavelle and Seconded by Cllr. P. Kearns and **RESOLVED:**

“That the section 85 agreement with Dun Laoghaire Rathdown regarding the delivery of the Dublin Urban Rivers Life Project be **ADOPTED** and **APPROVED.”**

Cllr. Lavelle Wanted to thank management for taking the lead in this project as he has had serious concerns.

 Proposed by Cllr. W. Lavelle and Seconded by Cllr.P. Kearns

**REPLY:**

South Dublin County Council submitted a final application for EU LIFE funding in April 2018 and was successfully granted EU funding for this project which aims to address the issue pollution in urban rivers primarily caused by domestic misconnections to the surface water drainage system. The Project is a collaboration between South Dublin County Council and Dun Laoghaire/Rathdown County Council. The total project cost is estimated at €2.54 million over a four year period from August 2018 to June 2022.  SDCC will be the lead authority on the project.

Two rivers have been identified for water quality improvement. The River Griffeen in South Dublin County and the Carrickmines Stream in Dun Laoghaire-Rathdown County. The Project has six main elements as follows:

* Door-to-door misconnection assessments,
* Build 5 Integrated Constructed Wetlands (ICW) in public parks/spaces (SDCC only),
* Analyse future areas for ICW potential,
* Prepare a suite of domestic misconnection awareness and prevention information,
* Use Geographical Information Systems to model and improve domestic misconnection detection rates, and
* Construct a Domestic Misconnection Remedy Manual for other local authorities to avail of.

At the Environment SPC meetings updates have been given to members under the River Basin Management programme.

[**Section 85 of the Local Government Act 2001**](http://www.irishstatutebook.ie/2001/en/act/pub/0037/sec0085.html#partx-sec85) provides:-

(1) Where in the opinion of a Local Authority any function performable by it should be performed, generally or in a particular case, by another Local Authority, and that other authority is able and willing so to perform the function, then the authorities may enter into an agreement that:-

(a) The function shall be so performed on behalf of the first mentioned authority by the other authority, and

(b) It becomes so performable by that other authority in accordance with the agreement.

The making of an agreement under Section 85 of the Local Government Act 2001 is a reserved function.

Accordingly, the following resolution is recommended for adoption by the Council:

“That South Dublin County Council hereby resolves to enter into an agreement, under Section 85 of the Local Government Act 2001, with Dun Laoghaire/Rathdown County Council in respect of the proposed Dublin Urban Rivers LIFE Project whereby South Dublin County Council will act as lead authority and will be enabled to carry out work as may be necessary in the Administrative area of Dun Laoghaire/Rathdown County Council to allow for the work to be undertaken.”

###

[H12b) Dublin Urban Rivers LIFE Project Presentation](http://www.sdublincoco.ie/sdcc/departments/corporate/apps/cmas/documentsview.aspx?id=60753)

### **H13/0718 RIVER BASIN MANAGEMENT PLAN FOR IRELAND 2018-2021**

The following report by the Chief Executive, which had been circulated, was presented by Ms. T. Walsh Director of Environment, Water & Climate Change and was **CONSIDERED:**

 The Report was **NOTED.**

**RIVER BASIN MANAGEMENT PLAN FOR IRELAND 2018-2021**

The European Communities Environmental Objectives (Surface Water) Regulations 2009 (S.I. 272 of 2009) and the European Communities Environmental Objectives (Groundwater) Regulations 2010 (S.I. 9 of 2010) establish the legal framework needed to implement the environmental objectives of the Water Framework Directive. They lay down the criteria and environmental quality standards for classifying water status and impose an obligation on public authorities to take the necessary steps to achieve the objectives set out in river basin management plans.

There was extensive public consultation nationally from February to September 2017 on the Draft River Basin Management Plan, presentations on the plan were delivered to the Environment SPC and the Area Committees during this period. On 17th April Minister Eoghan Murphy TD published the second River Basin Management Plan for Ireland 2018-2021 and we bring this to the Members attention. The Plan sets out the actions that Ireland will take to improve water quality and achieve ‘good’ ecological status in water bodies (rivers, lakes, estuaries and coastal waters) by 2027. Ireland is required to produce a river basin management plan under the Water Framework Directive (WFD).

The River Basin Management Plan outlines the new approach that Ireland will take to protect our waters over the period to 2021. It builds on lessons learned from the first planning cycle in a number of areas:

* Stronger and more effective delivery structures have been put in place to build the foundations and momentum for long-term improvements to water quality
* A new governance structure, which brings the policy, technical and implementation actors together with public and representative organisations. This will ensure the effective and coordinated delivery of measures. Progress on implementation will be tracked and information shared
* The Local Authority Waters and Community Office will help people to get involved in improving water quality at a local level and the Local Authority Support and Advice Office will drive improvements in prioritised areas and waterbodies.
* An Fóram Uisce, also newly established, is a forum for stakeholders, community groups and sectoral representatives. It will analyse and raise awareness of water issues.

[H13b) RBMP Presentation](http://www.sdublincoco.ie/sdcc/departments/corporate/apps/cmas/documentsview.aspx?id=60704)

### **H14/0718 OPW FLOOD RISK MANAGEMENT PLAN** **FOR THE LIFFEY AND DUBLIN BAY RIVER BASIN 2018-2021**

The following report by the Chief Executive, which had been circulated, was presented by Ms. T. Walsh Director of Environment, Water & Climate Change and was **CONSIDERED:**

A discussion followed with contributions from Councillors W. Lavelle,

Ms. T. Walsh, Director of Environment, Water & Climate Change, responded to the Cllr. W. Lavelle queries.

Councillor W. Lavell asked the Director if this item could be considered at the September Council meeting and Members agreed.

The Report was **NOTED**.

**REPLY**

The OPW has produced an individual Flood Risk Management Plan (Flood Plan) for each of the 29 River Basins that include the 300 communities assessed at being potentially at significant flood risk. The preparation of these Flood Plans is a central part of the implementation of Government policy on flood risk management and meets Ireland's obligations under the 2007 EU 'Floods' Directive. The Flood Risk Management Plans have been finalised and approved by the Minister for Public Expenditure and Reform on 16th April 2018. This has been reported to EU Commission and the Plans were launched 3rd May 2018.

The Draft Plan was presented to South Dublin County Council on Monday 17th October 2016 and went to Public Consultation in Tallaght and Lucan Libraries on the 1st and 2nd of November 2016.

The Catchment-based Flood Risk Assessment and Management (‘CFRAM’) Programme was the outcome of National Flood Policy Review, 2004, but was also compatible with Floods Directive requirements, 2007. Both required the preparation of Flood Maps and Flood Risk Management Plans (FRMPs).

There were Pilot CFRAM Studies: 2005-2011, these included the Dodder CFRAMS. The National CFRAM Programme ran from 2011-2017 and produced this Flood Risk Management Plan.

The CFRAM Programme has identified flood relief schemes to provide protection to circa 18,000 Properties. Pilot CFRAM Projects / accelerated schemes are underway, (including the Poddle, Camac and Whitechurch Schemes) and these will protect approximately 6,500 properties nationally.

There are 118 new schemes proposed in these Plans providing protection to approximately 11,500 properties nationally, one of these is in the South Dublin area on the Liffey between Lucan and Chapelizod. A presentation is attached with detail on the Plans and the Plans can be viewed on [**www.floodinfo.ie**](http://www.floodinfo.ie/)

Adoption of Flood Risk Management Plans for the Liffey and Dublin Bay catchment under section 20 (S.I. No. 122/2010) of the European Communities (Assessment and Management of Flood Risks) Regulations 2010 is recommended for approval.

[H14b) FRMP Presentation](http://www.sdublincoco.ie/sdcc/departments/corporate/apps/cmas/documentsview.aspx?id=60727)

**CORRESPONDENCE**

 **Departmental**

### **C1/0718** Letter dated 21st June 2018  from Department of Communications, Climate Change & Environment regarding the Public Health (Alcohol) 2015

### **C2/0718** Letter dated 5th June from Donegal County Council regarding solidarity with the Palestinians

### **C3/0718** Letter dated 12th June from Dublin City Council  expressing its solidarity with the Palestinians

### **C4/0718** Letters dated 19th June from Kerry County Council  regarding a) requiring people working to 68 b) banking with An Post

 **Motions for discussion**

 **Mayor’s Business**

### **M1/0718 It was proposed by Councillors M. Ward**

This Committee condemns the annual display of hate which sees the burning of the Irish National Flag on the 11th of July in preparation for the 12th of July "celebrations" in Unionist areas. The burning of our National Flag and other effigies is not culture. It is a hate crime and this Committee agrees to ask the Minister for Foreign Affairs to speak with his British counterpart and to relay our sentiments in the strongest possible way.

**REPORT:**

If this Motion is passed, a letter will issue to the relevant Minister and when a reply is received, it will be issued to the Members

A discussion followed with contributions from Councillors M. Ward, B. Ferron,

Cllr. M. Johansson Proposed an amendment and the Mayor Cllr. M. Ward Seconded

After the word is not culture, and before it is a hate crime, add ""Council recognises that this practice is engaged in by a small minority, and that the majority of Protestant people do not support it. Council also recognises that much of this activity takes place in some of this islands most impoverished neighbourhoods. Council believes, therefore, that efforts to eradicate this hate crime must be combined with sustained efforts at uplifting these communities out of the conditions that allow sectarianism to flourish."

A discussion followed with contributions from Councillors M. Ward, B. Ferron, F. Timmons, M. Johansson, K. Mahon,

A vote was taken by a show of hands vote and the result was as follows:

FOR: 13 (THIRTEEN)

AGAINST: 13 (THIRTEEN)

ABSTAIN: 0 (ZERO)

In accordance with Standing Order No 45 as there was an equality of votes, the motion was then considered by way of casting vote of the Mayor, who voted against the Amendment to the Motion.

A discussion followed with contributions from Cllr. K. Mahon, Cllr. M. Ward & Cllr. M. Johansson.

A vote was taken by a show of hands vote and the result was as follows:

FOR: 16 (SIXTEEN)

AGAINST: 8 (EIGHT)

ABSTAIN: 1 (ONE)

The Motion was **PASSED**.

**M2/0718 It was proposed by Councillors M. Ward and Seconded by Councillor F. Timmons**

“This Council, noting that the real social housing targets (homes owned by the Council and AHBs) for South Dublin County Council under Rebuilding Ireland 2018-2021 will not meet the existing level of need as expressed by the current housing and transfer list, calls on the incoming Director of Housing to develop a new housing action plan to deliver at least 5000 real social houses by 2021.”

**REPORT:**

The Department of Housing, Planning and Local Government set the target for South Dublin County Council to deliver 2,758 social housing units for the period 2018 to 2021. These targets cover units to be delivered through build, acquisition and leasing programmes and include delivery by the Approved Housing Bodies. The sites to deliver these schemes have been identified. In setting out our delivery programme, consideration has been given to factor in timelines for planning, procurement, construction and conveyancing. Work is ongoing in bringing sites to Part 8 stage for housing unit delivery by 2021. We are also working with developers and AHBs to develop sites and frontload Part V requirement where possible. At all times we continue to work very closely with the Department to secure funding and proposed project approvals. We will in conjunction with the master planning of Clonburris, bring forward additional capacity should an opportunity arise to increase these targets.

A discussion followed with contributions from Councillors M. Ward, F. Timmons, R. Nolan, D. O’Brien, K. Mahon, G. O’Connell, C. O’Connor, M. Johansson, L. Dunne, M. Murphy, D. Richardson, B. Ferron, D. Looney, R. Nolan, P. Gogarty, P. Foley, L O’Toole,

Mr D. McLoughlin, Chief Executive responded to the Member queries

The Report was **NOTED.**

### **M3/0718 It was proposed by Councillor C. O’Connor and Seconded by Councillor P. Foley**

“That this South Dublin County Council calls on the Chief Executive to confirm actions he proposes to deal with the threats and challenges presented by Brexit; will he outline contacts he has had in respect of the matter, will he update members and will he make a detailed statement.”

**REPORT:**

As the “first-stop-shop” for micro and small businesses in the County, Local Enterprise Office South Dublin is well placed to help businesses with the uncertainty and possible impacts of Brexit. Now that the Brexit negotiations are well underway, Local Enterprise Office is encouraging companies to be pro-active in their preparations.

In the first instance, businesses are encouraged to use the [Brexit SME Scorecard](https://prepareforbrexit.virtual-adviser.com/) (available at <https://prepareforbrexit.virtual-adviser.com/>) as a first step towards preparing for Brexit and developing a robust Brexit plan. This free online planning tool for Irish businesses with potential Brexit exposure has been designed to stimulate companies into thinking about the key areas that may be impacted in their business because of Brexit and to self-assess their level of preparedness. The scorecard is a starting point to help businesses to begin preparing a strategy and ready their teams in terms of planning and shining a spotlight on some of the key operational areas that may be exposed. The report generated through engagement with the scorecard provides companies with a benchmark in terms of their level of preparedness against best practice and signposts them to a range of relevant LEO supports, resources and information including:

* [LEAN Business Programme](https://www.localenterprise.ie/Discover-Business-Supports/Brexit-Information/3-Lean-for-Micro-AW2-.pdf)

Lean for Micro is designed to encourage LEO clients to adopt Lean business principles in their businesses to increase performance and competitiveness. Applying LEAN principles to business will help to build resilience to be better positioned to cope with the challenges and opportunities of Brexit.

* [Brexit Mentor Programme](https://www.localenterprise.ie/Discover-Business-Supports/Brexit-Information/2-Brexit-Mentor-Programme-AW2-.pdf)

Designed to support LEO clients identify key areas of exposure because of Brexit and assist Owner / Managers in developing robust strategies to address issues and maximise potential opportunities.

* [Technical Assistance for Micro-Exporters (TAME)](https://www.localenterprise.ie/Discover-Business-Supports/Brexit-Information/6-Technical-Assistance-for-Micro-Enterprises-AW2-.pdf)

The TAME grant supports LEO clients to explore and develop new export market opportunities, providing matched funding towards costs incurred when investigating, researching and accessing export markets.

* [Enterprise Europe Network](https://www.localenterprise.ie/Discover-Business-Supports/Brexit-Information/5-The-Enterprise-Europe-Network-AW1-.pdf)

The Enterprise Europe Network helps businesses innovate and grow on an international scale. It is the world’s largest support network for small and medium-sized enterprises (SMEs) with international ambitions. It assists Irish companies to make the most of business and technology opportunities in the EU and other major global markets

The above supports are in addition to the various other LEO Supports available to clients including financial assistance, management development programmes, training and capacity building courses, business mentoring and advice, Trading Online Vouchers etc. which will variously help local businesses in South Dublin to be better placed, more resilient and capable in dealing with the emerging Brexit issues.

In conjunction with the range of supports outlined above, LEO South Dublin has also worked with a range of strategic partners to raise awareness of the need for businesses to start planning for Brexit and the possible effects it may have on their business. These events include:

* A “Brit-entrance - Opportunities to do Business in Britain” event in June 2017 at the Red Cow Moran Hotel in partnership with South Dublin Chamber, DLR Chamber & AIB which was attended by over 50 local businesses;
* “All Facts, No Noise: Practical Help to Navigate Brexit” held in Croke Park in December 2017 in partnership with Inter Trade Ireland the Dublin LEOs which was attended by over 500 guests from the region;
* A “Brexit Advisor Clinic: Your Fast Track to Action” a series of events for June 2018 in partnership with Enterprise Ireland and the Dublin LEOs.

It is acknowledged that there is still a great deal of uncertainty at this point about what the final Brexit position will be and what it will mean to Irish businesses. LEO South Dublin are represented on a national LEO Brexit Committee that will continue to explore what further supports are required in conjunction with other state agencies as Brexit develops. As the detail of Brexit fully emerges over the coming months LEO will also look to deliver specific workshops for local businesses on the range of issues arising including: currency issues, logistics/transport, customs/tariffs, regulation, sourcing and market diversification.

Further details will be available on [www.localenterprise.ie/SouthDublin](http://www.localenterprise.ie/SouthDublin).

A discussion followed with contributions from Councillors C. O’Connor, P. Foley, B. Ferron.

Mr F. Nevin, Director of Economic, Enterprise and Tourism Development responded to members queries

The Report was NOTED.

### **M4/0718 It was proposed by Councillor B. Leech, Councillor K. Mahon, Councillor M. Murphy**

“This Council supports the recommendations of The Oireachtas Joint Committee on The Eighth Amendment of The Constitution, which includes access to abortion up to 12 weeks of pregnancy, and writes to the Minister to express this position.”

  **REPORT:**

If this Motion is passed, a letter will issue to the relevant Minister and when a reply is received, it will be issued to the Members

A discussion followed with contributions from Councillors K. McMahon, and R. McMahon

A vote was taken on the Motion by a show of hands vote and the result was as follows:

**FOR: 17 (SEVENTEEN)**

**AGAINST: 2 (TWO)**

**ABSTAINED: 0 (ZERO)**

The Motion was **AGREED.**

Motion number 12 was taken here:

In accordance with **Standing Order No.** **13** it was **AGREED** with the consent of the Members to vary the sequence of business and to take **M12 (**due to its time sensitivity**)**

### **M12/0718 It was proposed by Councillor R. McMahon and seconded by Councillor P. Gogarty.**

“That during the Popes visit in August 2018 to Dublin, the Papal flag will be hung on County Hall in Tallaght for at least the duration of his visit.”

**REPORT:**

South Dublin County Council's Flag Policy, adopted at the September 2017 Organisation, Procedure and Finance Committee meeting, states that 'any request to fly a flag will be considered by the Corporate Policy Group and a final decision determined by the full Council'.

If the motion is approved, South Dublin County Council shall procure the flag of Vatican City to fly over County Hall, Tallaght and the Civic Offices, Clondalkin for the duration of the Pope's visit to Ireland in accordance with section five of the Council's Flag Policy.

A discussion followed with contributions from R. McMahon, F. Timmons, M. Johansson, G. O’Connell, P. Gogarty, E. Higgins, D. Richardson, R. Nolan. D. O’Brien, D. Looney, L. O’Toole, M. Ward, B. Leech, M. Murphy.

Mr D. McLoughlin, Chief Executive responded to the Member queries

A vote was taken on the Motion by a show of hands vote and the result was as follows:

**FOR: 9 (NINE)**

**AGAINST: 11 (ELEVEN)**

**ABSTAINED: 3 (THREE)**

The Motion **FALLS.**

### **M13/0718** It wasproposed by Councillor D. O'Brien and seconded by Councillor F. Timmons Foley and **MOVED** without debate.

“That in the interests of reducing waste and litter in our county this Council will investigate the possibility of installing public drinking water fountains where possible in parks, tourist attractions and any other busy locations throughout the County.”

**REPORT:**

Water Fountains will be available in any pavilions and public toilets situated in Parks.

New connections to the water main would be required for the provision of standalone water fountains in parks and that such connections would be viewed by Irish Water as commercial connections, therefore this proposal would have to be examined in that context and costings examined.

If this motion is passed The Council's Public Realm Section will examine the matter by assessing suitable locations and consulting with Irish Water in relation to new connections required.  Provision would have to be made in the 2019 budget for the making of new connections and for the cost of water used at such fountains.

The Motion was **AGREED.**

### **M15/0718** Proposed by Councillor F. Timmons and seconded by Cllr. G. O’Connell and **MOVED** without debate.

“That SDCC recognise the hurt, pain and stigma of the Law previous to the decimalisation of Homosexuality in Ireland, now as we pass the 25th Anniversary of the decimalisation of Homosexuality we welcome the apology from An Taoiseach Leo Varadkar , We as a council affirm our commitment to respect and promote diversity , equality and the individualism of each person in our county through sports , The arts and inclusion.

We commit to writing to An Taoiseach Leo Varadkar and ask that he raise the following two issues that are of huge importance to the LGBT Community at the Government Cabinet meetings and that he directs the appropriate minister of Justice to Introduce Hate Legislation and the Minister for Health to look at the HSE reimbursing PrEP medication to patients under the general medical services scheme (GMS) or the drug payment scheme. (It is proven to reduce transmission of HIV.) We also agree to send this motion to all other councils in our state.”

**REPORT:**

If this Motion is passed, a letter will issue to the relevant Ministers and when a reply is received, it will be issued to the Members

The Motion was **AGREED**

### **M16/0718** Proposed by Councillor J. Graham and seconded by Councillor M. Ward and **MOVED** without debate.

“That this Council recognises the success of the Special Olympics and in turn commits to writing to the organisers to pass on our congratulations “

**REPORT:**

If the Motion is passed a letter will issue to the organisers of the Special Olympics conveying our congratulations.

The Motion was **AGREED**

### **M18/0718** Proposed by Councillor D. Looney and seconded by F. Timmons and **MOVED** without debate.

“That this Council expresses its concerns regarding Ashton Dog Pound following representations from members of the public as to its suitability, and asks for a detailed report on how this facility is inspected, how the tendering process/contract works, if animal welfare is part of the contract (and to what extent), and when this contract is over.”

**REPORT:**

Under the [**Control of Dogs Act 1986**](http://www.irishstatutebook.ie/1986/en/act/pub/0032/index.html), as amended by the [**Control of Dogs (Amendment) Act 1992**](http://www.irishstatutebook.ie/1992/en/act/pub/0013/index.html), local authorities are responsible for the control of dogs.

They have the power to appoint dog wardens, provide dog shelters, seize dogs, impose on-the-spot fines and take court proceedings against owners.

Section 15 of the Control of Dogs Act 1986, as amended, outlines the duties of a local authority with Section 15 (1) providing for the employment of one or more persons to be dog wardens. South Dublin County Council employs two fulltime Dog Wardens. The Wardens duties include inter alia, the seizure of dogs and their detention in order to ascertain whether an offence under the Act is being or has been committed. Wardens may enter any premises (other than a dwelling) for the purposes of such seizure and detention.

Stray dogs are dogs that are in a public place and are not accompanied by the owner or a responsible person. Dogs that are not under proper control are also considered stray dogs.

The Control of Dogs Act 1986 Section 15 (2) provides for the establishment and maintenance of "*one or more shelters for dogs seized, accepted or detained under any of the provisions of* *this Act*" and authorises the local authority to "*enter into arrangements with any person for the provision and maintenance of such shelters and for the exercise by such person of the functions of the local authority under this Act, in respect of the acceptance, detention, disposal and destruction of stray and unwanted dogs*".

Accordingly, in advance of expiry of the existing contract for such services,  on 27th March 2017 South Dublin County Council, Fingal County Council and Dublin City Council jointly invited tenders for the provision of a dog pound service for South Dublin County Council and a dog warden and dog pound service for Fingal County Council and Dublin City Council.

One tender was received, this tender was from Ashton Dog Pound.

Following assessment of the tender submission, which included inspections by the South Dublin County Council and Dublin City Council Veterinary Inspectors to confirm the adequacy of the facilities from a welfare perspective, the Local Authorities were satisfied that Ashton Dog Pound was able to provide the service and the contract was awarded accordingly. The contract came into effect on 1st September 2017.

To date 9 complaints have been received by SDCC regarding services delivered through the pound, some of which refer to recent social media articles, and not specific to an individual personal experience.  The claims made by all of the complainants have been unsubstantiated.

Regular, unannounced inspections of the pound are carried out by South Dublin County Council's Veterinary Practitioners who are registered with the Register of Veterinary Practitioners maintained by the Veterinary Council of Ireland.

In 2017 eight (8) inspections were carried out (between 1st January and 31st December – Ashton also held the previous contract), seven (7) of which were unannounced, the one (1) announced inspection was part of the tender process. To date in 2018 there have been eight (8) unannounced inspections and one (1) arranged inspection.

South Dublin County Council recognises that cleanliness is important to the well-being of dogs in enclosed situations and is satisfied that the kennels are maintained to a high standard with all kennels being clean and disinfected.

All dogs are housed in individual kennels, with blankets in plastic beds. Dogs that are suspected to be unwell are isolated with access to the isolation kennels restricted.  The pound has access to a private Veterinary Practitioner for assessment and treatment of dogs that require veterinary attention.  Twenty-four (24) hour emergency cover is also provided by the Veterinary Practitioner.

While animals are visible during announced and unannounced inspections, a clinical examination of each animal is not conducted by the SDCC Veterinary Inspector.   The pound engages the services of a veterinary inspector for this purpose. A log of illness / injury is maintained at the pound and is always available when requested. All animals impounded are scanned for microchips.

SI 306/ 1985 sets out duties to be carried out by pound keepers and include as follows:

* taking all steps reasonably necessary for safeguarding the security of the pound and shall notify the local authority and the County Registrar for the county in which the pound is situated of the repairs which from time to time become necessary in respect of such pound;
* keeping the pound in proper sanitary condition
* taking all steps reasonably necessary to preserve the condition of animals and chattels impounded in the pound and, in particular, shall keep such animals and chattels properly sheltered and provide such animals with sufficient proper food and watering
* keeping a record (in a book to be supplied by the local authority), of the animals impounded.

The current contract permits two twelve month extensions. The first year is due to expire at the end of August 2018 and will be reviewed prior to any extension.

The Motion was **AGREED**

**Meeting finished at 7:00.**

**MOTIONS NOT REACHED**

### **(M5) THEHOMESHARE.IE**

###  **Councillor W. Lavelle**

That this Council promotes the potential of home sharing initiatives such as THEhomeshare.ie which is a social enterprise based in this country.

### **M6** [**HOUSING CRISIS**](http://intranet/cmas/documentsview.aspx?noinc=true&id=60587)

### **Councillor G. O'Connell**

Given the current Housing Crisis which is most severe in the Dublin Region, the elected members direct that the Chief Executive Officer formally write to the Minister for Housing with a proposition for a Pilot Housing Scheme(s) involving appropriate support from the Minister that would enable SDCC, alone or in collaboration with one or more Recognised Housing Agencies, to acquire residential land, in one or a number of plots, either by land swop or through purchase, so as to build 750 to 1000 Social and Affordable Housing units, as a matter of urgency, for persons on the current SDCC Housing list.

### **(M7)** [**ONLINE BULLYING**](http://intranet/cmas/documentsview.aspx?noinc=true&id=60588)

### **Councillor C. King**

That this council calls on the minister for justice to change the laws around on line bullying to make it an offense to bully any person on line and call it cocos law.

The 1997 act does not go far enough
We are loosing to many people to suicide from on line bullying.

Section 5 of the 1997 Act provides as follows:
“5(1) A person who, without lawful excuse, makes to another a threat, by any means intending the other to believe it will be carried out, to kill or cause serious harm to that other or a third person shall be guilty of an offence.”

Force does not actually have to be used; merely causing an apprehension of force is sufficient for assault under the law. The apprehension must be on reasonable grounds (i.e. the victim must reasonably believe that the threat is real and imminent) so if texts, e mails, tweets etc were to contain threats of physical violence such as “I hate you. You are going to die. I will kill you” and the recipient has reason to believe the threat is real and that death or injury will occur imminently then the person issuing the threat has committed an offence.

###  **(M8) 8TH AMENDMENT**

### **Councillor S. Holland**

That this council write to the Minister for Housing, Planning and Local Government, under whose remit the Referendum Commission lies, and ask him to propose legislation to empower the Referendum Commission to ensure and enforce that only factual information is presented by either side in upcoming referenda, thus cutting down on the politics of fear, uncertainty and doubt perpetuated by some, as seen in the Referendum to repeal the 8th amendment.

###  **(M9) SCHENGEN AGREEMENT**

### **Councillor E. Murphy**

That South Dublin County Council, in the wake of Brexit, advocates for Ireland to become a full member of the Schengen Agreement.

### **(M10) DOG FOULING**

### **Councillor E. Higgins, Councillor K. Egan, Councillor V. Casserly**

That this council calls on management to include in strategies going forward, new imagery for use in signage for prevention of dog fouling. Current signs are proving ineffective. Please see imagery attached from dogstrust.ie which could be used as a template around the county going forward.

### **(M11) HAP**

### **Councillor D. Richardson**

That this council recommend that all people on the council list receive Homeless HAP

Due to the nature of the housing crisis it is not possible to find a house unless you have homeless HAP

And a letter to Minster asking for this to be approved.

### **(M14) HOUSE PRICES & RENTS IN THE PRIVATE SECTOR**

### **Councillor R. Nolan**

With house prices  and rents in the private sector  in South Dublin spiralling out of control, this Council extents the income threshold for eligibility for a council home, Increasing the €35,000 threshold to €45,000 and the €42,000 to €60.000.

### **M17/0718 GRANTS - LPT CONDITIONS**

### **Councillor C. McCann**

That this Council calls on the Chief Executive to remove the requirement “ All applicants are required to include with their grant application, proof that they are compliant with the local property tax**.”** From the conditions of applications on the following grant schemes.

**Housing Aid for Older People Scheme**

**Housing Adaptation Grant for People with a disability.**

**Mobility Aids Housing Grant Scheme**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_