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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 12th October 2020**

**H-I 8 (B)**

**LD 1522 Proposed disposal of lands at Old Lucan Road, adjacent to the junction with Hollyville Lawn, Palmerstown, Dublin 20, to Tuath Housing Association**

Planning approval to develop 4 homes for older persons on lands at Old Lucan Road, adjacent to the junction with Hollyville Lawn, Palmerstown, Dublin 20 was approved by the Members at the September 2020 Council Meeting under Part 8 of the Planning & Development Act 2000 as amended.

The Council looked for expressions of interest from Approved Housing Bodies to develop these lands. Tuath Housing Association was chosen as the preferred Approved Housing Body. The Department of Housing, Planning & Local Government has approved funding for the land development under the Capital Advanced Leasing Facility Scheme. The subject lands are outlined in red on attached Indicative Drawing No. L01 comprising an area of 0.1025Ha or thereabouts.

I recommend that subject to the provisions of Section 183 of the Local Government Act 2001 and in accordance with Section 211 of the Planning & Development Act 2000, the Council disposes of the lands by way of lease at Old Lucan Road, adjacent to the junction with Hollyville Lawn, Palmerstown, Dublin 20 to Tuath Housing Association, 33 Leeson Street Lower, Dublin 2, subject to the following terms and conditions:-

1. The site shall be disposed of by way of a bespoke 200-year lease and shall not be subject to a contract.
2. The annual rent if demanded will be €1.
3. The subject site is outlined in red on Indicative Drawing No. P01 comprising an area of 0.1025 hectares or thereabouts.
4. The development of the site must be fully completed and made fit for occupation within the time frame agreed between the Director of Housing and Tuath Housing Association.
5. That the Council shall enter into a Capital Advance Agreement, P & A Continuity Agreement and a Payment and Availability Agreement with Tuath Housing Association in respect of the development of the housing units on the subject site.
6. That the Developed Site or any part thereof shall be for the purpose of providing social housing, specifically for older persons, in accordance with the Council’s Allocation Scheme subject to the Council having an absolute right to nominate the individual(s) who will occupy the housing units unless the Council otherwise agrees in writing.
7. That should the demised premises cease to be used for social housing purposes specifically for older persons in accordance with the Council’s Allocation Scheme at any stage, then the land subject to the lease, and therefore the units shall revert back to the Council at no cost.
8. Tuath Housing Association shall not sell, assign, sublet or part with possession of the demised premises or part thereof without obtaining the written consent of the Council and the Housing Finance Agency .The consent of the Housing Finance Agency will only be required while they have a mortgage charge secured on the demised premises.
9. Tuath Housing Association shall be responsible for the insurance of the site and shall indemnify the Council against any and all claims arising from its use.
10. Tuath Housing Association shall be liable for the payment of VAT on the lease rent, should such a payment arise.
11. Tuath Housing Association shall not carry out any alterations or development of the demised premises without prior written consent of the Council and without receiving full planning permission where necessary.
12. That all site investigations (including archaeological investigations), groundwork’s, overhead and underground 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 development shall be borne by Tuath Housing Association.
13. Tuath Housing Association shall be responsible for all repairs and maintenance in respect of the demised premises.
14. All outgoings, including rates, taxes, insurance, waste charges or any water charges etc. which may be payable on the demised premises shall be the responsibility of Tuath Housing Association.
15. Tuath Housing Association shall carry out all development works on the site strictly within 36 months of the commencement of the lease term. The works will be strictly in compliance with the Part 8 Planning Permission and shall at all times comply with all applicable Statutory Consents and Regulations including Health and Safety Standards
16. In the event that the Tuath Housing Association does not proceed with the Works or the Works are not practically complete within 36 months (excluding any extension of time agreed between the parties) of the commencement of the lease term, the Council shall have the right to request Tuath to transfer and assign all its rights, title, estate and interest in the site to the Council pursuant to terms and conditions outlined in Clause 3 of the P&A Continuation Agreement.
17. In the event of Tuath Housing Association going into Liquidation or Receivership, the Council will fulfil its obligations under the terms and conditions outlined in Clause 3 of the P&A Continuation Agreement signed between Tuath Housing Association, South Dublin County Council and the Housing Finance Agency.
18. In the event of Tuath Housing Association going into Liquidation or Receivership, the Premises shall revert to the Council free of charge and on receipt of written notification from the Council, Tuath shall provide vacant possession of the Premises free from all encumbrances and shall return the Premises to the Council in a similar state of repair and condition to that which obtained at the date the Payment and Availability Agreement.
19. Tuath Housing Association shall be liable for the payment of VAT or Stamp Duty should any such payments arise.
20. Each party shall be responsible for its own legal costs incurred in the transaction.
21. The legal agreement shall include any amendments and/or other conditions as deemed appropriate by Council’s Law Agent.
22. Any dispute between the parties hereto as to the interpretation or effect of this Lease shall, save where otherwise herein provided, be submitted to arbitration in accordance with the Arbitration Act, 2010 by a sole arbitrator to be agreed by the parties in dispute or, in default of such agreement, to be nominated by the President or other senior officer for the time being of the Law Society of Ireland on the application of any such party.
23. That the proposal is subject to the necessary approvals and consents being obtained.
24. The Council retains a right to enter onto the demised premises upon reasonable notice (except in case of emergency) and remain there for such reasonable time as it necessary for the works to be complete.
25. Tuath Housing Association shall comply with all health, safety and fire regulations required in respect of their occupation and use of the Demised Premises and to indemnify and keep indemnified the Council against any claims or damages arising out of the Lessee’s failure to so comply.
26. On determination of the Payment and Availability Agreement, the relationship established between the parties under the Payment and Availability Agreement should continue. The Council shall require that the housing units constructed on the Demised Premises remain available for social housing, pursuant to its Allocation Scheme or similar scheme at that time, in particular, the provision of homes for the elderly. It is accepted by both parties that the Council shall have sole right to nominate individuals to occupy the housing units.

The lands being disposed of were acquired under the Derelict Sites Act on 19 January 2005.

**Daniel McLoughlin**

**Chief Executive**