

COMHAIRLE CONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL



MEETING OF SOUTH DUBLIN COUNTY COUNCIL

Monday, 14th October 2024

Proposed Disposal of Land at Kilcarbery, Dublin 22 to Adwood Limited of 702 Kilshane Drive, Northwest Business Park, Ballycoolin, Dublin 15 D15E670

Following development of a masterplan and a competitive dialogue procurement process, the Council approved the disposal of lands at Kilcarbery Grange, Dublin 22 to Adwood Ltd on 8th October 2018 by way of Development Agreement for an integrated housing development with a proposed tenure mix comprising 30% social and 70% private homes (to include 50 homes made available at discounted prices). This development is entering the final phase and is scheduled for completion in 2025.

Lands within the masterplan were originally designated for educational purposes but were subsequently not required by the Department of Education. At the April 2023 Council meeting, the Elected Members were notified of proposed sites, including this site, for use for social and affordable housing provision under the temporary planning exemption, with subsequent updates provided on an ongoing basis at full Council (quarterly), Area Committee and Housing Strategic Policy Committee meetings. A proposed development comprising 88 homes on this site was formally notified under s179A of the Planning and Development Act 2000 (as amended) on 21st December 2023 and consent for that proposed development is effective from 27th February 2024, subject currently to commencement on site by 31st December 2024 under the requirements of s179A.

A variation to the existing Development Agreement with Adwood Limited is permitted under procurement regulations, whereby the value of the modification to an existing contract is below both the relevant threshold governing the application of the Regulations; and 15% of the existing contract, provided that the modification does not alter the overall nature of the relevant agreement. In this instance, the proposed supplemental agreement complies with all relevant thresholds, whilst the overall nature of the original development agreement remains intact and is not being materially altered. Having regard for this, a supplemental development agreement proposal for the lands in question was sought from Adwood Limited under which the Council now proposes to grant Adwood Limited a licence to construct 18 social and 70 affordable homes on the lands in question.

The total cost to the Council for 18 social homes under the proposed Supplemental Development Agreement will be a maximum of €4,472,863.46 excluding VAT (which equates to an average of €248,492.41 per home, excluding VAT), to be paid for in monthly stages throughout the construction period. In addition, under the proposed Supplemental Development Agreement a further 70 homes will be developed and, upon completion, made available for direct sale by Adwood Limited or their agents to Council

approved affordable purchase applicants in accordance with the Council's Scheme of Priority for Affordable Dwelling Purchase Arrangements. Subject to approval for support under the Affordable Housing Fund from the Department of Housing, Local Government and Heritage, the range of projected sale prices for the affordable homes in this development will be as follows:

Type	Number of Homes	Market Value	Minimum Affordable Sale Price
3-bed duplex/house	52	€400k-€430k	€280k-€305k
2-bed apartment	12	€350k	€245k
4-bed house	5	€480k	€335k
1-bed apartment	1	€265k	€185k

Minimum price affordable sale prices are based a maximum discount of 30% on market value, by way of equity share taken by the Council. Final sales prices will be determined on a case-by-case basis relating to individual approved applicants' purchasing power, i.e. mortgage capacity plus applicable savings.

A variation by way of Supplemental Agreement to provide for an additional phase in the existing Development Agreement is now proposed whereby the Council would grant Adwood Limited a licence to construct 18 social and 70 affordable homes on an additional site within the overall Kilcarbery masterplan lands for which permission is already in place by way of use of the temporary exemption for social and affordable housing under s179A of the Planning and Development Act 2000 (as amended). This agreement will authorise Adwood Limited to carry out the development and all associated works including for public open space, road infrastructure and enabling works.

Accordingly, I recommend that the Council dispose of c. 4.60 acres /1.86 hectares of land at Kilcarbery Grange, Dublin 22 to Adwood Limited in accordance with Section 211 & 212 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. The Council is the freehold owner of the development site and will issue a building licence to Adwood Limited for the construction and delivery of social and affordable homes. A supplemental agreement varying the existing Development Agreement for adjacent lands will be entered into by both parties for the development of the site in question. Title only to the lands relating to the affordable homes along with the associated common areas within the residential development area of the site will transfer to Adwood Limited following satisfactory compliance and completion as set out under the building licence. This transfer of title is solely to enable onward sale upon completion of the designated affordable homes units to approved affordable purchase applicants in accordance with the Council's Scheme of Priority for Affordable Dwelling Purchase Arrangements. Title to the designated social homes will not be transferred and the relevant land and social homes will remain in the ownership of the Council.
2. The lands being disposed will comprise of approximately 4.60 acres /1.86 hectares for the provision of 70 affordable and 18 social housing units and associated common areas. The precise boundaries will be established and confirmed as part of the supplemental development agreement process. In addition, a formal land registry compliant map shall be prepared by the Council for inclusion with the legal

documents and furnished to Adwood Limited but in the interim a draft plan for identification purposes drawing named LR-17-24 is annexed showing the development site outlined in red.

3. Adwood Limited will be authorised and permitted to carry out development works in accordance with the approved development under of s179A of the Planning & Development Act 2000 (as amended) and any associated works only], with development on site to commence in accordance with the requirements of s179A and in any case no later than six months following a disposal resolution, the date of which is to be agreed with the Local Authority. The maximum timeframe for completion of the homes and all associated works in 24 months following commencement of works.
4. The License or Licences (as appropriate) may be renewed by the Council for further three-month periods or such other period to be determined by the Council provided Adwood Limited is in compliance with all its obligations contained herein.
5. Where applicable, all relevant terms and conditions from the original Development Agreement will apply.
6. Adwood Limited shall not be permitted to have access to the lands in question or any part thereof for the purposes of commencing the works until the Council is furnished with and confirms in writing that it is satisfied it has been provided with the following documents:
 - A certified copy of the executed Building Contract (Supplemental Development Agreement) including all appendices thereto;
 - The Development Bond, duly executed, for the Works;
 - Certified copy appointment of the Project Supervisor Design Process;
 - Certified copy appointment of the Project Supervisor Construction Stage;
 - Certified copy appointment of the Design Certifier;
 - Certified copy appointment of the Assigned Certifier;
 - Certified copy email/s of notice/s of validation confirming submission of the commencement notice/s for the Works in accordance with the Building Control Regulations;
 - Copy Fire Safety Certificate (s) for the Works in the Phase;
 - All insurances as required pursuant to Clause 8;
 - The Health & Safety Plan; and,
 - Certified copies of the Forms AF1 and AF2 duly completed and lodged with the Health and Safety Authority.
7. Prior to commencement of development on the development site, that Adwood Limited shall at its own expense secure the development site with a fence or boundary hoarding of a specification approved in advance by South Dublin County Council.
8. During the building period that Adwood Limited will provide all reasonably required evidence of all risks, public liability and employer's liability insurance cover maintained by Adwood Limited or procured by Adwood Limited for the Construction Period (as defined in the Supplemental Development Agreement). The insurance shall contain an indemnity to the principal's clause and shall also keep South Dublin County Council indemnified from and against all actions, proceedings, claims, demands, damages etc. howsoever arising.

9. 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 Adwood Limited fail to commence and complete development of the site within the specified period within the Supplemental Development Agreement or in the event of the dissolution, bankruptcy or insolvency of Adwood Limited, save in the case where a financial institution which has been assigned Adwood Limited's interest by way of security 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.
10. Title will transfer following satisfactory compliance and completion as set out under the Building Licence.
11. That the consideration due to the Council by Adwood Limited stands at one hundred euro.
12. A social employment clause as set out in the original Development Agreement applies from the commencement date up to the date of practical completion of the development.
13. No agreement enforceable at law is created or is intended to be created until a supplemental development agreement is in place and has been signed by both parties.
14. That the above proposal is subject to the necessary approval being obtained in order to allow the signing of the supplemental agreement with Adwood Limited.
15. That each party shall be responsible for their own professional (i.e. legal, engineering, architects, and other required consultants') fees in this case.
16. That the Council's Solicitors shall draft the necessary legal agreements, substantially in the forms previously provided to Adwood Limited 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 independent expert(s) to settle any disputes arising, as appropriate, in order to achieve a reasonable balance in the protection of the party's interests in the matter.

The lands being disposed of were acquired from Kilcarbery Limited in 1983.

Colm Ward

Chief Executive

4th October 2024