

4/7/2017

To the Chairperson and Members of
The Central Area Committee

With further reference to the proposed grant of a licence of a portion of the Waste Management Section's Depot at Aldborough Parade and six Railway Arches adjoining the Depot to Sunflower Recycling Limited, Shamrock Terrace, Five Lamps, North Strand, Dublin 1.

Sunflower Recycling Limited is a community based project which has a social, employment and training function as well as carrying out the recycling of glass, paper and cans.

Report No. 114/2000 which was assented to by the City Council on 3rd April 2000 contained terms and conditions for the grant of a lease from 1st April 2000 to 31st December 2002 of a portion of the Aldborough Parade Waste Management Depot to Sunflower Recycling Limited.

Report No. 380//2003 which was assented to by the City Council on 3rd November 2003 extended this proposed lease to 30th June 2006.

The City Council's lease from CIE, in a portion of the site to be leased to Sunflower Recycling Limited, expired on 31th July 2006, therefore, the legal formalities with Sunflower Recycling Limited could not be completed. The City Council subsequently acquired a ten year lease from CIE dated 3rd June 2015, commencing 1st April 2013.

It is now proposed to grant a two year license in the portion of the Waste Management Section's Depot at Aldborough Parade as outlined red on the attached map index number SM-2014-0628 subject to the following terms and conditions:

1. The license shall be for a period of two years commencing on the 1st January 2017 and terminating on the 31st December 2018.
2. The licensed area comprises three arches and an ancillary site with an approximate area of 812 sq metres as shown outlined in red on the attached map index number SM-2014-0628.
3. The licensed area includes the internal surface, internal floors, shutters and / or doors and the airspace of the interior of the railway arches only.
4. The license fee shall be €15,000 (fifteen thousand euro) per annum plus VAT, exclusive of all outgoings.
5. The license fee shall be abated to €500 (five hundred euro) plus VAT, provided that the property is used as a recycling facility. If the property ceases to be used for that purpose the license fee shall revert to the consideration of €15,000 (fifteen thousand euro).

6. That the licence fee outlined at No 5 is payable from the 1st January 2017. The outstanding arrears from the site dating back to April 2013 will be waived by the Council.
7. The license fee shall be payable quarterly in advance by direct debit mandate.
8. The licensee shall be liable for all taxes, charges and outgoings including water and electricity relating to the premises, except for rates, which will continue to be paid by the City Council.
9. The subject area is to be used as a Recycling Centre only.
10. The licensee will be required to sign a deed of renunciation.
11. The licensee shall be required to provide audited accounts to the Council each year.
12. The licensee shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The licensee shall take out and produce to Dublin City Council Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employer Liability Insurance in the sum of €13,000,000 (thirteen million euro) for any incident with a recognized insurance company with offices in the state and the policy shall indemnify the Council against all liability as owner of the property.
13. The license shall be terminated by either party giving one month's notice.
14. The licensee shall keep the premises in good condition and repair during the term of the license.
15. The license may be extended for a further period, at the discretion of the Council. Any future license agreement and license fee will be subject to the Council's future requirements for the site and a review of the audited accounts.
16. Each party shall be responsible for their own fees in this matter.

The dates for the performances of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

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

Paul Clegg

Executive Manager

5th July, 2017

Date