

To the Chairperson and Members of  
The South Central Area Committee

Meeting: 20th June 2018  
Item No:

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**With reference to the proposed grant of a permanent wayleave to ESB Networks through Council owned lands at Bluebell, Dublin 12**

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The Tallaght to Inchicore 110kV Cable Project has been designed by ESB Networks to support current power requirements and future economic growth within the greater Tallaght area. The project involves bringing two new underground 110kV cables from its existing 220kV Inchicore substation to a new 110kV Airton substation in Tallaght, to provide circa 80mW power uplift.

The route of the cable traverses the sites of the former Bluebell Community Centre (Folio 75623L) and the adjoining Water Treatment Plant (Folio DN3888) which are in the ownership of Dublin City Council. The sites are currently traversed by 110kV overhead lines supported on pylons and there is an existing 26m wide restricted zone along the path of these lines.

It is proposed to grant to ESB Networks, the applicant, a permanent wayleave in respect of the route of the cable through Council land subject to the following terms and conditions:

1. That the Council shall grant a permanent wayleave over the land coloured blue on attached copy drawing No 16\_006\_00\_7020 which is for illustration purposes only.
2. That the Council will retain the freehold title to the wayleave area.
3. That in lieu of compensation the applicant has agreed to carry out the following works:
  - i. The demolition of the existing former community centre and full site clearance.
  - ii. The development of a community garden and an allotment scheme.
  - iii. The development of a linear path connecting the Grand Canal cyclepath to Bluebell Avenue through both sites.
  - iv. The construction of a boundary between the Council site and the adjoining school.
4. That the applicant will be required to prepare a detailed design and development proposal and Method Statements in respect of the above works, for the agreement of the various Council Departments, no later than two months from the commencement of the Building Licence.
5. That the applicant will be required to undertake and complete the above works within an agreed specified timeframe.
6. That the full costs of the works shall be borne by the applicant.

7. That the wayleave agreement shall only be completed following the completion of the agreed works to the satisfaction of the Council.
8. That the Council shall reserve the right to create other legal interests in the wayleave area, subject to them not interfering with the underground lines.
9. That the applicant shall have access to the wayleave area for the purpose of inspecting, repairing and maintaining. The applicant shall provide fourteen days advance written notice to the Council of any intended works and shall complete reinstatement works to the satisfaction of the Council. All works shall be carried out with minimum disruption. In the event of an emergency the above requirements can be waived. All works and work procedures shall comply with Health and Safety regulations.
10. That the applicant shall pay the Council's Valuer's fee of €1500 (one thousand five hundred euro) and Legal fees (plus VAT) in respect of the wayleave agreement

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

**Paul Clegg**  
Executive Manager

**13 June 2018**  
Date