

15<sup>th</sup> August 2024

To: **The Chairperson and Members of  
The Central Area Committee**

Meeting: 10<sup>th</sup> September 2024

Item No:

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**With reference to the proposed grant of a short term business letting of a portion of the Waste Management Section's Depot at Aldborough Parade and three Railway Arches adjoining the Depot to Sunflower Recycling Limited, Shamrock Terrace, Five Lamps, North Strand, Dublin 1.**

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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.

A portion of the Aldborough Parade Waste Management Depot as outlined in red on Map Index 2021-0125 has been let to Sunflower Recycling Limited since 2003 under various letting agreements. The most recent two year licence expired on the 31<sup>st</sup> December 2022.

It is now proposed to grant a four year nine months short term business letting agreement in respect of the portion of the Waste Management Section's Depot at Aldborough Parade as outlined in red on the attached Map Index 2021-0125 subject to the following terms and conditions:

1. That the Council will be prepared to grant a 4 year 9 month agreement commencing on the 1<sup>st</sup> January 2023.
2. That the short term business letting area is shown outlined in red on the attached copy of Map Index 2021-0125 and comprises three arches and an ancillary site with an overall area of 814sq.m or thereabouts.
3. That the annual fee shall be **€27,500 (twenty seven thousand and five hundred euro)** per annum (VAT not applicable), exclusive of all outgoings.
4. That the annual fee shall be abated to **€900 (nine hundred euro) per annum** (VAT not applicable), provided that the property is used as recycling facility. If the property ceases to be used for that purpose the annual fee shall revert to the consideration outlined at No.3 above.
5. That the annual fee is payable from the 1<sup>st</sup> January 2023.
6. That the fee is to be payable quarterly in advance by direct debit mandate.

7. That the applicant shall be liable for all taxes, charges and outgoings including water and electricity relating to the demised premises, except for Rates, which will continue to be paid by Dublin City Council.
8. That the subject area is to be used as a Recycling Centre only.
9. That the applicant will be required to sign a deed of renunciation.
10. That the applicant will be required to provide audited accounts to the Council each year.
11. That the applicant 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 applicant 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 recognised Insurance Company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property.
12. That the agreement can be terminated by either party giving one months' notice.
13. That the agreement may be extended for a further period, at the discretion of the Council. Any future agreement and fee will be subject to the Councils future requirements for the site and a review of the applicants audited accounts.
14. That each party shall be responsible for their own fees in this matter.
15. That this proposal is subject to the necessary approvals and consents being obtained from Council and no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

The Land Development Agency has decided not to acquire the land for the purposes of section 53(4) of the Land Development Agency Act, 2021 and has notified the Council in writing to this effect.

Máire Igoe

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**Máire Igoe**  
**A/Executive Manager**