

To the Chairperson and Members of
the South Central Area Committee

Meeting: 18th September 2024

Item No:

Disposal of property at Sarsfield Road, Ballyfermot, Dublin 10 (former OLV Building).

Dublin City Council own the former Youth Centre, Sarsfield Road, Dublin 10, shown outlined in red on Map Index SM-2020-0334. This property has not been in use for approximately twenty years. It is proposed to dispose of the site to RESPOND, an Approved Housing Body and registered Charity, for the development of social housing units for older persons. RESPOND is a CLG Reg. No. 90576.

Agreement has been reached with RESPOND, subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the subject property is the former Youth Centre located at Sarsfield Road, Dublin 10 and is shown outlined in red on the attached map Index No. SM-2020-0334.
2. That the proposed purchaser has obtained planning permission (Ref. No. 4622/22) for (the Development) 6 (six) residential units for older persons. That the Development shall comply with the planning permission granted and all other necessary statutory approvals/regulations.
3. That the Council shall dispose of Freehold title with vacant possession in the subject site under the terms of the Low Cost Sites Scheme, to the Purchaser. That the subject property shall be disposed of as seen and that Dublin City Council will not be clearing the site of the existing buildings.
4. That the disposal price shall be €762 (seven hundred and sixty two euro) i.e. €127 (one hundred and twenty seven euro) per residential site, on the basis of a development comprising 6 units in total. No VAT applies.
5. That the site shall be disposed of in its current condition and title transfer shall be subject to a building covenant that the social housing unit development, on the subject site shall be completed in compliance with planning permission Ref. No. 4622/22 (and any subsequent planning grants and amendments) and all other statutory approvals and consents including, inter alia, fire regulations, buildings regulations etc.
6. That should the construction of the scheme on the subject site not be fully complete within 36 months following Section 183 approval of the Elected Members to this disposal, or, in the event of the purchaser's bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the site and all of the housing units, (partially completed or otherwise), at no cost to the Council, save in the case of a financial institution which has entered into a mortgage with the Purchaser for the purpose of financing the development of the site.
7. That the benefit of the planning permissions and design of the scheme including any certifications shall transfer free of charge to Dublin City Council in the event that the Purchaser does not proceed or complete the development.
8. That prior to the transfer of title if necessary, the Purchaser and its contractor and professional team shall be permitted to enter onto the site under a Building Licence

agreement, on standard terms to be agreed (including appropriate insurances), for the purposes of commencing the approved development.

9. That the Purchaser shall be responsible for all costs in relation to the planning process and the development of the site as approved, including any relocation of services and boundary works.
10. That the development of the site, including all boundaries, shall be completed via one continuous building contract. The purchaser will be responsible for completing all development works including, inter alia, all snagging works, landscaping, roads and footpaths etc. to the written satisfaction of Dublin City Council.
11. That the Purchaser shall indemnify the Council against any claims for compensation that may be made arising from its usage of the site. The current levels of insurance are €6.5 million public liability insurance and €13 million employer's liability insurance.
12. That the Purchaser shall insure the buildings during construction against fire and all other insurable risks with an approved insurance company and pay all necessary premiums. The insurance shall be in the joint names of the parties and will be for such an amount as will provide cover for full reinstatement values of so much of the buildings as is erect at any time, together with a sum for professional fees and removal of debris charges.
13. That there is an inhibition on the title that the subject site can only be used for social housing purposes.
14. That Dublin City Council shall enter into a Capital Assistance Scheme with the Purchaser and the Council shall have 100% nomination rights to all of the units constructed on site.
15. That the Purchaser will provide the completed units in turnkey condition to the Council.
16. That the Purchaser shall not sell, assign, sublet or part with possession of the property or part thereof without obtaining the written consent of the Council, with the exception of tenancy and licence agreements with tenants or licensees for supported housing.
17. That in the event that the completed development ceases to be used for the purposes of social housing, it will revert free of charge to Dublin City Council.
18. That each party shall be responsible for their own legal and professional fees.
19. That the Purchaser shall be liable for the payment Stamp Duty should any payments arise from this disposal and any VAT liability that may arise.
20. That the legal agreement shall include any amendments and / or conditions deemed appropriate by Dublin City Council's Law Agent.
21. That any of the dates/time frames outlined above may be amended by the Assistant Chief Executive at his/her absolute discretion and all notices must be given in writing.

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

Maire Igoe
Máire Igoe
A/ Executive Manager

22/08/2024

Date