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**With reference to the proposed disposal of a site at Oscar Traynor Road, Coolock, Dublin 5 to Glenveagh Living Limited**

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Dublin City Council owns a site off Coolock Lane in Dublin 5, referred to as the Oscar Traynor Road site. The Dublin City Development Plan 2016-2022 identifies the site as a Strategic Development and Regeneration Area (SDRA 17) and sets out the guidelines for developing the site. Under SDRA 17 the overall vision for the area is the creation of a new residential quarter supported by neighbourhood facilities and parks creating an attractive tree lined setting which integrates and complements the surrounding residential area.

The Housing Land Initiative (HLI) Project Team invited submissions from Economic Operators through a procurement process to redevelop the Oscar Traynor Road site. The procurement process involved a number of stages: Stage 1 – Prequalification Questionnaire, Stage 2 - Competitive Dialogue and Stage 3 - Invitation to Submit Final Tender. After the Competitive Dialogue stage, the HLI Project Team issued two Economic Operators with Invitations to Submit Final Tenders. The HLI Evaluation Team evaluated the submissions received and the HLI Project Team has recommended Glenveagh Living Limited, which recommendation was endorsed by the HLI Project Board.

Glenveagh Living Limited has been selected as the most economically advantageous tender based on the specified award criteria for the competition.

The Glenveagh Living Limited proposal consists of 853 residential units, together with all associated infrastructural works, commercial units and parks as summarised below and all of which are subject to planning permission:

Summary:

- a) 253 (30%) Social Housing Units
- b) 172 (20%) Affordable Purchase Units
- c) 428 (50%) Developer Units
- d) 690sq.m. Childcare building including children's secure play and education areas.
- e) Landmark Neighbourhood building providing :
  - I. Local Retail 145sq.m.
  - II. Café/Restaurant 270sq.m.
  - III. Multi-Use/Dance Studio 360sq.m.
  - IV. Auditorium of 165sq.m.

- f) 833 car-parking spaces (760 residential spaces plus 73 public/visitor/retail spaces) in a mix of locations.
- g) A Central Park with a re-opened Naniken river at its heart connecting through the development providing a variety of green spaces for a range of different users such as the main park, pocket parks, private courtyards, nature trails along the perimeters and a community urban park.
- h) New cycleways along the Main Boulevard and through a “Green Cycle-Way” North to South connecting with adjoining Castletimon and Lorcan Estates.

Therefore, it is now proposed to dispose of the site to Glenveagh Living Limited subject to the following terms and conditions, which the Chief Valuer has recommended as fair and reasonable:

1. The site is shown outlined in red on Map Index No.SM-2018-0734-003-Rev B and has a site area of approx. 17 hectares.
2. That the successful tenderer is required to develop the site to return a specified tenure mix, providing 40% Social Housing Units, 20% Affordable Purchase Units and 40% Cost Rental Units.

Notes:

- The 40% Social Housing Units are to be made up of 30% Social Housing units as per tender with the additional 10% to be purchased by the Council from the Developer. The Social Housing units upon completion will be delivered to Dublin City Council in accordance with the provisions of condition 12 below.
  - The 20% Affordable Purchase Units upon completion will be processed and transferred to qualifying purchasers in accordance with the provisions of condition 13 below.
  - The remaining 40% Cost Rental Units will transfer from Glenveagh Living Limited to an AHB (Approved housing Body) for use as Cost Rental units.
3. That the project will be developed in accordance with the Strategic Development and Regeneration Area (SDRA 17) principles, the proposed development as outlined in the final tender and subject to planning.
  4. That the successful tenderer will prepare a Planning Application, in consultation with Dublin City Council, as per clause 3 above. The site shall provide for 20% public open space as required under the Z12 Zoning Objectives of the City Development Plan. A portion of this open space (c.0.5 ha) shall be located to the north east corner of the site between Gaelscoil Cholmcille and Oscar Traynor Road (shown coloured blue on Map Index No.SM-2018-0734-003-Rev B), to facilitate joint use of this open space by the school and the pending development of a permanent school for Gaelscoil Cholmcille at this location. In the event of the development of the permanent school, provision shall be made for alternative public open space on the lands currently held by the school, to the West of the existing school structure.
  5. That the successful tenderer will execute a Development Agreement within 4 months of approval of this report.
  6. That the consideration payable by the successful tenderer shall be the sum of €14,000,000 (fourteen million euro) plus VAT (if applicable)
  7. That the Consideration shall be payable as follows:

i.25% on the execution of the Development Agreement (non-refundable).

ii.25% within ten working days of the date of lodgement of commencement notice for the first phase of the works

iii.The balance shall be payable on a date which is the earlier of the eighteen month anniversary of the date on which the successful tenderer was permitted to enter onto the site for the purpose of commencing the Development or the date of substantial completion of the second tranche of social housing units in accordance with the Developer's Timetable and the Phasing Map.

8. The successful tenderer shall provide a Development Bond for each phase of the development which shall be 12.5% of the value of the phase(s) under construction prior to commencement of the work(s).
9. That the successful tenderer shall, within six months of signing the Development Agreement, submit the Planning Application to the appropriate Planning Authority and use all reasonable endeavours to secure planning permission as soon as practicable. All costs associated with the making of the planning application shall be the responsibility of the successful tenderer.

In the event that planning permission has not been obtained within 3 years of the date on which the Development Agreement was signed (the Longstop date), then the Development Agreement will cease.

10. That the successful tenderer will sign a Licence to Build under the Development Agreement.
11. That the Licence to Build under the Development Agreement will be for a duration of 48 months from the issue of a commencement notice with an option to extend at Dublin City Council's discretion.
12. That Dublin City Council will pay the successful tenderer the cost for the delivery of the social housing units, the units will be completed to the standard specified in the Development Agreement and the cost as per the Final Tender submitted and subject to the units having been completed to the satisfaction of the City Council.
13. That Dublin City Council will nominate qualifying purchasers for the affordable housing units as per the Development Agreement.
14. The successful tenderer shall be responsible for compliance with the Multi Unit Development Act 2011.
15. That Dublin City Council will transfer title to the successful tenderer on a phased basis (to be agreed) subject to the successful tenderer having made all payments required at that date and in respect of that phase and having complied with all conditions of Dublin City Council within the development Agreement which relate to the transfer to that title to such phase.
16. That Dublin City Council reserves the right subject to the provisions of the Development Agreement to re-enter on the site and resume possession thereof together with any building or structures erected thereon should the successful tenderer fail to commence or complete the development within the specified timeframe or in the event of the successful tenderer's bankruptcy or insolvency, save in the case of a Financial

Institution which has entered into a mortgage agreement with the successful tenderer for the purposes of financing the development of the site.

17. That the successful tenderer shall be responsible for fully insuring the property and shall indemnify the Council against any and all claims. The successful tenderer shall take out and produce Public Liability Insurance in the sum of €13,000,000 (thirteen million euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro) and/or such other additional insurances as stipulated by Dublin City Council subject to those insurance levels being available in the market. Such policies shall indemnify Dublin City Council in name against all liability as owner of the property.
18. That the Development Agreement/Building Licence are non-assignable or transferable to any other party, save in the case of a financial institution which has entered into a mortgage with the successful tenderer for the purposes of financing the development.
19. That the successful tenderer will agree to the inclusion of a Social Labour Clause ensuring opportunities for local employment and local apprenticeships.
20. That any dates/time frames outlined above may be extended for certain delay events identified under the Development Agreement and all notices must be given in writing.
21. That both parties will be responsible for their respective fees in the transaction.
22. That each party shall be responsible for their own VAT, Stamp Duty or other costs arising.

The property to be disposed of was acquired from Greendale Building Co Ltd in 1979.

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

The disposal shall be subject to any such other covenants and conditions as the Law Agent in her discretion shall stipulate, including such terms to deal with potential breaches in the Development Agreement

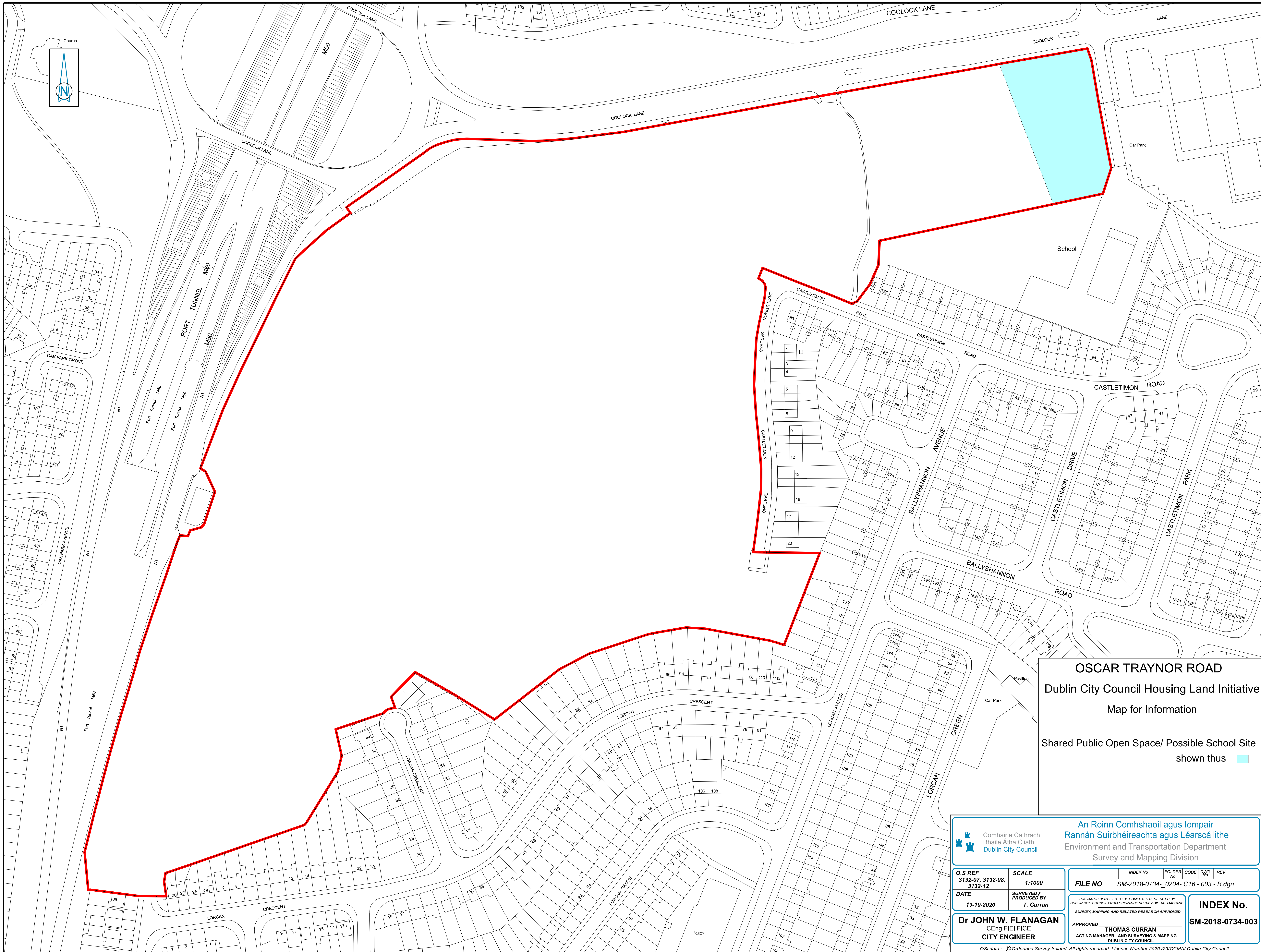
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

**Resolution:**

That Dublin City Council notes the contents of Report No. 303/2021 and assents to the proposal outlined therein.

Dated this the 20<sup>th</sup> day of October 2021.

**Richard Shakespeare**  
**Assistant Chief Executive**



**OSCAR TRAYNOR ROAD**  
 Dublin City Council Housing Land Initiative  
 Map for Information  
 Shared Public Open Space/ Possible School Site  
 shown thus

Comhairle Cathrach Bhaile Átha Cliath Dublin City Council		An Roinn Comhshaoil agus Iompair Rannán Suirbhéireachta agus Léarscáilithe Environment and Transportation Department Survey and Mapping Division	
<b>O.S REF</b> 3132-07, 3132-08, 3132-12	<b>SCALE</b> 1:1000	<b>FILE NO</b> SM-2018-0734_0204-C16-003-B.dgn	<b>INDEX No.</b> SM-2018-0734-003
<b>DATE</b> 19-10-2020	<b>SURVEYED / PRODUCED BY</b> T. Curran	<small>THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPS. SURVEY, MAPPING AND RELATED RESEARCH APPROVED</small>	
<b>Dr JOHN W. FLANAGAN</b> CEng FIEI FICE CITY ENGINEER		<b>APPROVED</b> THOMAS CURRAN ACTING MANAGER LAND SURVEYING & MAPPING DUBLIN CITY COUNCIL	

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