

To the Chairperson and Members of
The North Central Area Committee

Meeting: 16/10/2023

Proposed Licence of lands for the Installation of Telecoms Equipment to Signal Infrastructure Ltd at Foxfield Green, Raheny Dublin 5

An application has been received by the Dublin City Council Telecoms Unit from Signal Infrastructure Ltd with regard to a Licence agreement for telecoms equipment to be installed on Lands at Foxfield Green, Dublin 5. Subsequent to consent from Dublin City Council Parks Department a planning application was approved on 7th December 2022, application reference 5375/22.

Dublin City Council recognises that digital connectivity infrastructure plays an important role in Dublin's social, cultural and economic development. DCC will collaborate with the telecoms industry to help realise Dublin's connectivity potential. One way it hopes to achieve this is by allowing better use of city council owned assets both above and below the ground, for example community buildings and open spaces such as Foxfield Green.

The addition of telecoms infrastructure at Foxfield Green will provide better mobile voice and data coverage for the network in Kilbarrack and the surrounding wider area while also improving voice and broadband access to local residents and business owners.

It is therefore proposed to grant a 5 year Licence subject to the following Terms and Conditions as proposed by the Dublin City Council Telecoms Unit and subject to the published rate card:

1. That the licensed area is shown outlined in red on map SM-2022-0484 with access routes shown in yellow and location of equipment and all cables including power cables shown on drawing CIG-03478.
2. That a licence be granted to Signal Infrastructure Ltd for the installation, operation and maintenance of a 18 meter high multi-user (maximum 3 operators) free standing monopole utilising 6 antennas, one dish (300mm), together with associated exchange cabinet (i.e. the equipment) in compliance with planning permission DCC 5375/22 and as shown on drawing CIG-03478 and specification attached.
3. That the licence shall commence on a date to be agreed when installation works may commence on the licensed area in accordance with the plans and specifications of planning permission DCC 5375/22 and as shown on drawing CIG-03478 and specification attached. No deviation from this planning consent and equipment specification is permitted.
4. That the licence fee shall be €12,500 (twelve thousand, five hundred euro) per annum plus 23% VAT for the first operator on the monopole, subject to a

maximum of two operators, in compliance with the planning permission. The licence fee is to be reviewed every 5 years. The Council will require prior written notification of a second operator locating on the mast prior to commencing operation. The additional cost for a second operator will be based on the rate for "Subsequent operator on existing Infrastructure" as stated on the rate card in place at that point in time.

5. That the Licensee shall be responsible for all outgoings and charges associated with this licence including, inter alia, installation costs, structural surveys, engineering reports and required certifications, taxes, rates, utilities including connection charges and separate meter installation fees - set up Charge of €6150 plus 23% VAT and also Documentation Review charge of €1500 plus 23% VAT.
6. That the Licensee will keep the equipment and licensed area safe and secure, in good repair, order and condition and keep the licensed area clean and tidy and free from any refuse.
7. The Licensee shall indemnify and keep the Licensor indemnified against all losses, damages and claims. The Licensee will maintain public liability insurance in the sum of €6,500,000 and employer's liability insurance in the sum of €13,000,000.
8. That this licence shall not be assigned or sublicensed without the prior written consent of the Licensor and 6 months prior written notice is required.
9. That this licence is granted specifically for the equipment detailed at term 2 above in compliance with planning permission DCC 5375/22 and as shown on drawing CIG-03478 and specification attached. No alterations or equipment upgrades are permitted without prior written consent of Dublin City Council.
10. That the Licensee shall have the right to access the licensed area Monday to Friday from 9am to 5pm without prior notice during the Licence Period. Out of hours access shall only be permitted in the event of emergency and if Council personnel are required in order to provide this access, then a call out charge of €150 (one hundred and fifty euro) plus VAT shall be payable on each occasion. *Emergency contact details to be provided in the licence.*
11. That the Licensee shall comply with all necessary statutory consents, legalisation and regulations including inter alia, Health and Safety, Planning and Development, Building Control, standards provided by the International Commission of Non-Ionising Radiation Protection (ICNIRP) and required licences and consents from the Commission for Communications Regulation.
12. The Licensee is entitled to immediately terminate this agreement if the Licensee's licence from the Commission for Communications Regulation is revoked and/or ceases to have effect. The Licensor is entitled to terminate this agreement if the Licensee breaches any covenants in this licence

13. That the Licensee will remove all equipment and items from the licensed area on termination and yield up the licensed area to the Licensor in good order, repair and condition. Any required reinstatement works shall be carried out to the written satisfaction of the Licensor, and at the cost of the Licensee.
14. That the Licensee shall relocate to an alternative licensed area on the Licensor's property upon receipt of three months prior written notice from the Licensor. All costs associated with the relocation including reinstatement costs shall be borne by the Licensee, subject to a maximum of two relocation notices during the term of this licence.
15. That this licence will be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent.
16. That the Licensee shall sign a Deed of Renunciation.
17. That the Licensee shall pay all stamp duty and VAT arising from the granting of this licence.
18. That each party shall be responsible for their own fees and costs incurred in this matter.
19. That any dispute arising between the parties shall be referred to an Arbitrator nominated upon application to the Society of Chartered Surveyors Ireland.

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

Máire Igoe

Máire Igoe
Acting Executive Manager

Date 04th October, 2023.