



With reference to the proposed grant of a further licence of a site at Tolka Valley Road, Finglas, Dublin 11 to North West Area Partnership CLG.

By way of Agreement dated 8th October 2014 Dublin City Council let a site at Tolka Valley Road, Finglas, Dublin 11 which said plot is more particularly shown on Map Index No. SM2014-0402 to the Tolka Area Partnership for use as a community garden for a term of 11 months subject to a fee of €100. The agreement was renewed annually under licence with the most recent expiring on the 30th November 2017 and the licensee has been overholding under same. The North West Area Office has no objection to the grant of a further licence.

Accordingly it is proposed to grant a further licence of a site at Tolka Valley Road, Finglas Dublin 11 to Dublin North West Area Partnership CLG (formerly Tolka Area Partnership) subject to the following terms and conditions:

1. The licence shall be for a period commencing 1st January 2018 – 31st December 2019.
2. The licence fee shall be the sum of €200 for the period of the licence payable in advance.
3. The licensee shall be responsible for all rates, taxes and other outgoings on the licensed area.
4. The licensee shall use the licensed area for the development of a Community Garden and agrees to maintain the licensed area in a good state of cultivation and fertility and shall utilise it in a manner that does not leave the licensed area or large portions of it devoid of minerals and nutrients.
5. The licensee shall not deposit goods or rubbish upon the licensed area nor shall it suffer such acts to be done by its servant's, agents or invitees and shall not use or permit same to be used for any purpose, which might grow to be an annoyance or nuisance to the occupants of the neighbouring or adjoining property.
6. The licensee shall on the determination of the licence surrender possession of the licensed area to the Council and will not make any claim for compensation for disturbance or loss of any nature whatsoever and shall be responsible for all reinstatement works then found to be necessary as a result of the licensee's occupation of the licensed area.
7. The licensee shall be responsible for fully insuring the property and shall indemnify Dublin City Council against any or all claims arising from its use of the property. Public Liability Insurance in the amount of €6.5 million and Employer's Liability Insurance in the amount of €13 million shall be required.
8. In the event of the non-payment of the licence fee or the breach, non-performance or non-observance of the covenants and conditions hereinbefore mentioned and on the part of the licensee to be performed and observed, the Council shall be at liberty to terminate the licence by giving to the licensee fourteen days notice in writing expiring on any day, such notice to be served in the manner set forth at No. 10 below.

9. The licence may be terminated by either party on the giving to the other one month notice in writing.
10. Any notice by the Council in connection with this licence may be signed by the Chief Executive of Dublin City Council or an Authorised Officer of the Council on his behalf and may be served by hand or by prepaid post, addressed to the licensee at their last known place of address.
11. Any profits made shall be put back into the upkeep and maintenance of the licensed area.
12. The licensee shall ensure that the produce of the licensed area shall not be sold for commercial gain.
13. The licensee shall not construct or cause or suffer the construction of any building on the licensed area save a temporary shed for the storage of gardening equipment and pesticides.
14. The licensee shall at it's own expense secure a water source to assist with the maintenance of the licensed area and shall inform their insurance provider of same.
15. The licensee must comply with the manufacturer's recommendations in the use of any chemical herbicide or pesticide and take all necessary safety precautions to ensure that the gardeners, Council staff and members of the public are not exposed to the effects of chemicals used.
16. The licensee shall comply with Health and Safety laws and exercise a "Duty of Care" towards themselves and the general public.
17. The licensee shall be required to sign a Deed of Renunciation.
18. The licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.

The lands on Tolka Valley Road were acquired in Fee Simple from Mr. Patrick Gleeson on 17th June 1964.

The proposed disposal shall be subject to such conditions as to title to be furnished as the Law Agent in his discretion shall stipulate.

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

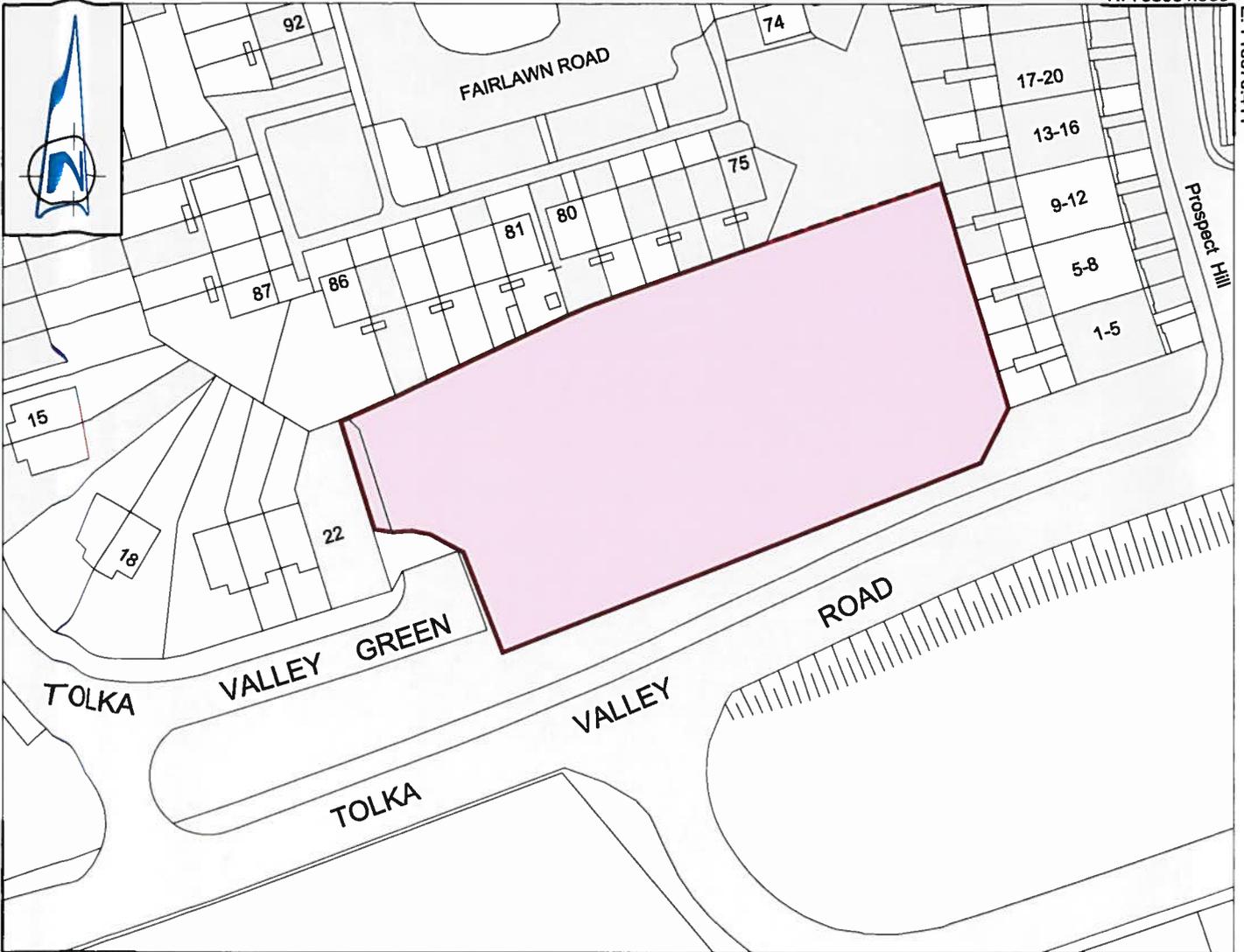
This proposal was approved by the North West Area Committee at its meeting on the 20th November 2018.

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

Resolution to be adopted:

"That Dublin City Council notes the contents of this report and assents to the proposal outlined therein."

Helen McNamara
Senior Executive Officer
20th November 2018.



TOLKA VALLEY ROAD

Lands at

Dublin City Council to Tolka Area Partnership

Map for Temporary Convenience Letting



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

O.S REF 3197-03	SCALE 1:1000
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DATE 09-07-2014	SURVEYED / PRODUCED BY T. Curran
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INDEX No	FOLDER No	CODE	DWG No	REV
FILE NO	SM-2014-0402-_0204- C3 - 001 - A.dgn			

MICHAEL PHILLIPS
CITY ENGINEER

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE
SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED _____
THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.
SM-2014-0402