MEETING OF AREA COMMITTEE

TRANSPORTATION ECONOMIC DEVELOPMENT AND PLANNING

9 JUNE 2010

ITEM NO.62

Proposed granting of a Licence Agreement with Vodafone Ireland Ltd. for the installation of a monopole and cabinet at the Cabinteely Bypass, Cabinteely, Co. Dublin

Vodafone Ireland Ltd. has applied to the County Council to locate a 14 metre high monopole and cabinet installation at the Cabinteely Bypass, Cabinteely, Co. Dublin in an area of land measuring circa 24 sq. metres as shown outlined in red on Drawing No. PL-10-322. This land is owned by the Council Freehold and is registered in Land Registry under Folio No. 56480F.

The proposed disposal is by way of a licence agreement for a period of 4 years and 11 months at a cost of €20,000.00 per annum.

The following terms and conditions to apply in any agreement reached:

1. The Licence will be for a period of four years and 11 months subject to a yearly payment of €20,000.00.
2. The licence refers to the property as shown outlined in red on Drawing No. PL-10-322 and shall consist of a 14 metre high monopole and cabinet. All structures to be constructed by Vodafone Ireland Ltd. on entering into the licence agreement with Dun Laoghaire Rathdown County Council.
3. Vodafone Ireland Ltd. will indemnify Dun Loaghaire Rathdown County Council in respect of claims received from any party arising from the proposed installation. This indemnity is to be in respect of Employer Liability, Public Liability and any other potential liability that may arise to the amounts approved by the Council’s Finance Department.
4. Vodafone Ireland Ltd. shall be responsible for obtaining all necessary Planning Approvals required for the proposed installation.
5. Vodafone Ireland Ltd. shall pay directly for all electricity or other fuel or services used at the location.
6. Vodafone Ireland Ltd. shall not assign or sub-let any portion of the property covered by the licence agreement.
7. Vodafone Ireland Ltd. shall pay to the Council a sum of €3,000.00 per annum for disturbance and inconvenience caused to the Council for each additional installation made on the site. This sum to be paid in addition to the annual sum of €20,000.00 for the Licence Agreement.
8. The Council’s Law Agent shall include any other usual conditions in the licence agreement which will be applicable to the grant of the licence.
9. Vodafone Ireland Ltd. shall liaise and agree with the relevant Service Departments of the Council the details regarding initial set up and location of the equipment, subsequent maintenance, routine visits on site, and any other technical issues and shall meet the relevant Service Departments’ special requirements in relation to fencing and landscaping.
10. Vodafone shall operate the installations only on a basis that the transmission frequencies will not interfere with commercial radio, television or emergency communications.
11. This agreement shall be made subject to Section 211 of the Planning and Development Act 2000.
If the Committee has no objection in principle to this proposed disposal, a report will then be submitted to a future meeting of the County Council subject to the provision of Section 211 of the Planning and Development Act 2000 and in accordance with the requirements of Section 183 of The Local Government Act 2001.