

Minutes of Special Meeting of Youghal Town Council held on 24th September, 2013 in the Mall House, Youghal at 10.00 a.m.

**Present:**

Mayor Sammy Revins presided.

Cllrs. Linehan-Foley, Hennessy, Burke, Flanagan, Beecher & Murray.

Apologies were received from Clr. O'Connell & Cllr. O'Sullivan.

**Officials Present:**

Derek O'Gorman, Town Manager.

Mrs. Helen Mulcahy, Town Clerk.

**Opening Prayers:**

The members and officials recited the opening prayers.

The Mayor and Members of the Council welcomed the new Manager, Derek O'Gorman and wished him well during his tenure with Youghal Town Council.

**Licence of lands at Barrack Field/Magners Hill to Comhaltas Ceoltoirí Éireann.**

The Town Clerk brought to the attention of the Members Section 183 Notice which had been served on them in relation to the disposal, by way of licence, of lands at Barrack Field/Magners Hill. The terms of the notice are as follows:

**NOTICE UNDER SECTION 183 OF THE LOCAL GOVERNMENT ACT, 2001**

Notice is hereby given that at the next meeting of Youghal Town Council to be held on the 24th September 2013, disposal, by way of licence, of 0.403 hectares of land at Magners Hill/Barrack Field, Youghal to The Trustees of Comhaltas Ceoltóirí Éireann namely Labhrás O'Murchú, of An Boithrín Glas, Caiseal, Co. Thiobraid Árann, Colmán Ó'Muimhneacháin, of Cois Leasa, Beal na nGael, An Mulleann Cerr, and Pádraig Ó'Ceallaigh, Iontabobhaí, 14 Woodbine Road, Blackrock, Co. Atha Cliath and as detailed hereunder will be considered:-

1. The Land is to be leased to The Trustees of Comhaltas Ceoltóirí Éireann namely Labhrás O'Murchú, of An Boithrín Glas, Caiseal, Co. Thiobraid Árann, Colmán Ó'Muimhneacháin, of Cois Leasa, Beal na nGael, An Mulleann Cerr, and Pádraig Ó'Ceallaigh, Iontabobhaí, 14 Woodbine Road, Blackrock, Co. Atha Cliath.
2. To pay the license fee as hereinbefore specified and to pay all existing and future rates and taxes payable in respect of the property.
3. The License is for a period of one year from the 25th September, 2013 – with an option for the owner to consent to renew at the end of the first term.
4. To construct & maintain an access roadway as per Grant of Planning Permission P 12/0058 for the period of the license agreement.
5. To keep the said roadway open to the Public on a daily basis for the duration of the license agreement.
6. To keep the property in a good and well maintained condition.
7. To use the property in a careful and responsible manner and to do as little damage as possible to the surrounding lands of the owner and its tenants.

8. To insure the land appropriately and hold adequate public liability insurance and to indemnify and keep indemnified the owner, their servants, agents, or tenants fully from and against any proceedings, claims, actions, costs, damages, expenses, demands, suits howsoever arising out of the injury or death of any person or damage to property as a result of the use or occupation of the Property by the Licensee its members, servants or invitees. The Licensee shall submit a copy of said insurances to the Owner.

9. Not to erect any permanent structures on the Property, or carry out any alteration of permanent boundaries on the Property without the prior written permission of the Owner, other than what was granted under Planning Permission P12/58010.

10. Not to assign or underlet or part with possession of all or any or part of the Property.

11. Not to use the property in any manner that would breach statutory obligations now or hereinafter to come into force or which would render the owner liable to pay compensation, penalty, damages, costs, charges, or expenses and to indemnify the Owner with regard to same.

12. That all mines, minerals, gas and other substances under the Property shall remain the property of the Owner and they shall be entitled to excavate or remove same, provided they pay reasonable compensation to the Licensee.

13. In the event that the Licensee fails to pay the License fee within 21 days from the date of a written request from the Owner, to rectify or put right any failure on their part to observe the conditions of the License, then the License shall forthwith terminate.

14. At the end of the term or should the License for the above specified reasons be terminated before that date, or upon 3 month notice in writing, then the Licensee shall remove all property and equipment from the property and forthwith hand over possession to the Owner.

15. The Local Authority shall take the roadway etc. in charge within 6 months of completion of the project, provided that it has been certified by the Licensee's Engineer as having been completed in compliance with the terms and conditions of planning permission P12/58010.

On the proposal of Cllr. Murray which was seconded by Cllr. Hennessy the Members unanimously approved of the disposal, by way of licence, of lands to Comhaltas Ceoltoiri Eireann.

### **Any Other Business.**

Cllr. Burke expressed his concern at the sea wall which was currently under construction around the Nealons Quay Car Park and queried why the original plans for a 'glass wall' had been replaced by a concrete wall which would look unsightly. Cllr. Burke also expressed concern about access for fishermen. The Town Clerk informed the Members that budget constraints in relation to the project had not allowed for the 'glass walls' and the only other alternative was the concrete wall. The wall, when finished, would offer greater protection from the elements and would not be as high as it appeared now as the car park inside of the wall would be completely overlaid. In addition a new limestone footpath would be constructed directly inside the wall. Cllr. Burke asked if consideration could be given to leaving two more openings in the wall to provide ladders at a later date. The Town Clerk said that the Budget in relation to this project was tighter than any we had ever known and that it was a credit to the former Town Clerk, Liam Ryan that the project had gotten off the ground and would reach completion. However, The Town Clerk did agree to look into same.

This concluded the business of the meeting.