

MANAHAN PLANNERS

Town Planning Consultants

38 Dawson Street, Dublin 2. Email: info@manahanplanners.com. Web: www.manahanplanners.com.
Tel: 01-6799094. Vat No: 2850391E. Tony Manahan B.A.(Hons), M.Phil (Edin.), M.I.P.I.

15th October 2026.

Appeals Section,
An Coimisiun Pleanala,
64 Marlborough Street,
Dublin 1

Re: First Party Appeal against Conditions 28 and 33 in Decision to Grant Permission for Development at Cedar House Nursing Home, 35 Mount Anville Park, Dublin 14.

Dear Sir/ Madam,

We have been instructed by the applicant, Bay Nursing Homes 11A Limited of Cedar House, 35 Mount Anville Park, Dublin 14 to appeal against two of the conditions in the recently issued decision to grant permission for a development at Cedar House nursing home, Mount Anville Road, Mount Merrion, Dublin 14.

We enclose a payment of €1,500 being the appropriate fee for a First Party fee in respect of a commercial development.

In summary the application was to add a two storey extension to an existing nursing home where a permission for a similar development was granted previously but has expired. The current application updates the proposal to take account of current considerations and standards.

Condition 28 states;

28. Implementation of Arboriculture drawings

The developer shall implement in full the Arboricultural drawings, in particular Tree Protection and also the Arb Assessment documents retaining and protecting all trees and on site indicated for retention, in particular the hedgerow along the south-western boundary of the site. Prior to the submission of the Commencement Notice within the meaning of Part II of the Building Control Regulations 1997 and prior to the commencement of any works on site, all trees, groups of trees, hedging and shrubs which are to be retained shall be enclosed within stout tree protection fencing in accordance with BS 5837: 2012. This protective fencing shall enclose an area covered by the crown spread of the branches, or at a minimum a radius of two meters on each side of the hedge for its full length and shall be maintained until the development has been completed. No construction equipment, machinery or material shall be brought onto the site for the purpose of the development until all the trees which are to be retained have been protected by this fencing. No work shall be carried out within the area enclosed by this fencing, and in particular, there shall be no parking of vehicles, placing of site huts, storage compounds or topsoil heaps, storage of oil, chemicals or other substances, and no lighting of fires, over the root spread of any tree/hedge to be retained. Fencing to be in accordance with BS 5837: 2012 and as specified.

Reason: To protect trees and planting during the construction period in the interest of visual amenity and preservation of natural capital/ecosystem services.

Our difficulty with this condition is;

Condition 28 states; *The developer shall implement in full the Arboricultural drawings, in particular Tree Protection and also the Arb Assessment documents retaining and protecting all trees and on site indicated for retention.*

This refers to drawing 'Tree Removal – retention and protection measures drawing number 4172/25/002, dated December 2025'. This drawing shows the location of the protective fence which has been calculated based on section 4.6 of BS 5837 : 2012, (The fourth edition of the standard) this calculation is based on the formula of a circle with a radius 12 times the stem diameter, rather than the extend of the crown spread which is from the second edition 1991 and is out of date.

It refers to the Arb assessment Documents, this document deals with how the root protection area can be modified, in particular accordance with section 7.4 Permanent hard surfacing within the RPA and section 7.7 Underground and above ground utility apparatus of BS 5837 : 2012 and sets out how the location of the protective fence is to be amended.

The condition then goes on to state; *This protective fencing shall enclose an area covered by the crown spread of the branches.*

If the fencing was erected enclosing an area covered by the crown spreads, then part of the development would be unbuildable.

This is a direct conflict with the early part of the condition and this statement should be omitted.

Our alternative wording for this condition is;

The developer shall implement in full the Arboricultural drawings – Tree removal – Retention and protection measures 4172/25/002, in particular Tree Protection and also the Arb Assessment documents retaining and protecting all trees and on site indicated for retention. Prior to the submission of the Commencement Notice within the meaning of Part II of the Building Control Regulations 1997 and prior to the commencement of any works on site, all trees, groups of trees, hedging and shrubs which are to be retained shall be enclosed within stout tree protection fencing in accordance with BS 5837: 2012 and shall be maintained until the development has been completed. No construction equipment, machinery or material shall be brought onto the site for the purpose of the development until all the trees which are to be retained have been protected by this fencing. No work shall be carried out within the area enclosed by this fencing, and in particular, there shall be no parking of vehicles, placing of site huts, storage compounds or topsoil heaps, storage of oil, chemicals.

Reason: To protect trees and planting during the construction period in the interest of visual amenity and preservation of natural capital/ecosystem services.

Condition 33 states;

33. Tree bond

- a) Prior to the commencement of development and construction activities, the applicant shall lodge a Tree Bond with the Planning Authority, as security for tree protection and a deterrent to wilful or accidental damages during construction. The Bond is based on a standard figure of the combined value - amenity and ecosystems services - of the existing tree(s). The minimum value of the Tree Bond shall be €100,000 and shall cover all trees proposed to be retained.
- b) No heavy materials shall be located on the margins at this tree(s) or under its canopy/their canopies; equally, no vehicles shall be parked on the margins which would damage its/their roots. The same applies to all the street trees in the vicinity of this site, with regard to construction vans or vehicles. No grass margins are to be parked on. Pedestrian-type barriers are to be erected around the area containing the trees, to ensure that no vehicles use or park on this area, as heavy vehicles would compact the root systems of the trees.
- c) Lodgement of the Bond shall be part of an Arboricultural Agreement signed by the developer, empowering the planning authority to apply the Tree Bond, or part thereof, for satisfactory protection of all retained trees on and immediately-adjointing the subject site, or the appropriate and adequate replacement of any such trees which die, are removed or become seriously damaged or diseased within a period of 2-years from the substantial Practical Completion of the development. 'Before' photos (time-stamped), photos of the tree(s) prior to works starting, are to be submitted prior to the commencement of development by the applicant/developer to the Parks Department.
- d) Sequestration of all or part of the bond shall be based on an estimate of the total costs of appropriate, compensatory tree planting at semi-mature sizes and in several numbers, because a juvenile tree cannot replace an established maturing tree. Replacement planting shall be of the same or similar species/varieties as those lost, or as may be specified by Dlr Parks & Landscape Services.
- e) Bond Release: 24 months - inclusive of at least two growing seasons (May - Sept.) - after Practical Completion of the permitted development, the developer shall submit to Dlr Parks and Landscape Services 'After' photos of the trees to prove that the trees have not been damaged by the development works.

REASON: To provide security for the protection and long-term viability of trees to be retained on the site and give practical effect to the retention, protection and sustainability of trees during and after construction of the permitted development.

Our difficulty with this condition is;

Condition 33 requires a tree bond, which is based on a standard figure of a combined value – amenity and ecosystems services- of the existing trees. The figure is €100,000. The calculation of this figure is not expressed, however based on the wording of the condition it includes 'all street trees in the vicinity of this site', and 'all retained trees on and immediately adjoining the subject site'.

In relation to the street in the vicinity, this is an undefined area which is completely outside the control of the applicant. It is believed that no insurance company will issue a bond to a company over an area that they do not own or control.

The trees adjacent to the site form part of the school and convent grounds and are not in the control of the applicant. These two parts on the condition should be removed. Again, it is believed no insurance company will issue a bond in respect of lands outside the control of the applicant.

We attach documents which a) show in map form the location of the relevant trees and b) our arborists calculation of a more appropriate figure for these trees. Accordingly, in support of this appeal, we enclose the following document(s).

Our alternative wording for this condition is;

a) Prior to the commencement of development and construction activities, the applicant shall lodge a Tree Bond with the Planning Authority, as security for tree protection and a deterrent to wilful or accidental damages during construction. The Bond is based on a standard figure of the combined value - amenity and ecosystems services - of the existing tree(s). The minimum value of the Tree Bond shall be €50,000 and shall cover all trees proposed to be retained.

b) No heavy materials shall be located on the margins at this tree(s) or under its canopy/their canopies;.

c) Lodgement of the Bond shall be part of an Arboricultural Agreement signed by the developer, empowering the planning authority to apply the Tree Bond, or part thereof, for satisfactory protection of all retained trees on the subject site, or the appropriate and adequate replacement of any such trees which die, are removed or become seriously damaged or diseased within a period of 2-years from the substantial Practical Completion of the development. 'Before' photos (time-stamped), photos of the tree(s) prior to works starting, are to be submitted prior to the commencement of development by the applicant/developer to the Parks Department.

d) Sequestration of all or part of the bond shall be based on an estimate of the total costs of appropriate, compensatory tree planting at semi-mature sizes and in several numbers, because a juvenile tree cannot replace an established maturing tree. Replacement planting shall be of the same or similar species/varieties as those lost, or as may be specified by Dlr Parks & Landscape Services. e) Bond Release: 24 months - inclusive of at least two growing seasons (May - Sept.) - after Practical Completion of the permitted development, the developer shall submit to Dlr Parks and Landscape Services 'After' photos of the trees to prove that the trees have not been damaged by the development works.

REASON: To provide security for the protection and long-term viability of trees to be retained on the site and give practical effect to the retention, protection and sustainability of trees during and after construction of the permitted development.

Conclusion

The applicant is pleased to receive a decision to grant permission from the planning authority, however the wording thereof of these two conditions creates a serious difficulty and we call upon the Commission to alter the wording of these conditions, as requested, so as to make the development proposal a more realistic and implementable permission.

In addition to this appeal statement we include a Data Sheet for the calculations of the bond and a plan identifying the trees to be removed.

We look forward to a Decision in due course.

Yours Faithfully,

A handwritten signature in blue ink, appearing to read 'A Manahan', is positioned above a horizontal line.

Tony Manahan
Manahan Planners