

Statement of Response to the Notice of Pre-Application Consultation Opinion

Strategic Housing Development,
Moneyduff and Oranhill,
Oranmore, Co. Galway



Planning & Environmental Consultants

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INTRODUCTION

Following consultation with Galway County Council, a request to enter into pre-planning consultations with An Bord Pleanála (ABP) was submitted on 19th December 2018 and a pre-planning consultation meeting was held on 8th February 2019. ABP issued a Notice of Pre- Application Consultation Opinion on 28th February 2019, which states that the Board *'is of the opinion that the documents submitted with the request to enter into consultations require further consideration and amendment to constitute a reasonable basis for an application for strategic housing development'*.

The Board requested, pursuant to article 285(5) (b) of the *Planning and Development Act 2000* (as amended by the *Planning and Development (Housing) and Residential Tenancies Act 2016*), the provision of the following specific information:

- 1(a) The prospective applicant should satisfy themselves that the Natura Impact Statement to be submitted with the application satisfactorily addresses the points raised by the Development Applications Unit of the Department of Culture, Heritage and the Gaeltacht as indicated in their submission dated 29/01/19 and entitled 'Nature Conservation'. In addition, the reasons for refusal and notes attached by the Board in the previous planning application should be satisfactorily addressed.
- 1(b) Likewise, and in relation to an Environmental Impact Assessment Report (EIAR), the prospective applicant should satisfy themselves that the EIAR to be submitted with the application satisfactorily addresses the points raised by the Development Applications Unit in the same submission with relation to 'Nature Conservation'.
- 2 A report prepared by a suitably qualified person on the likely impact of the proposed development on archaeology, in particular upon the recorded monument at Moneyduff Castle GA095-084. It should include a report on archaeological test excavations that have been informed by a prior geophysical survey, and a detailed conservation and management proposal to ensure the future preservation of the recorded monument including a description of its current status and condition. The prospective applicant should satisfy themselves that any report prepared addresses the points raised by the Development Applications Unit of the Department of Culture, Heritage and the Gaeltacht as indicated in their submission dated 29/01/19 and entitled 'Archaeology'.
- 3 A site specific flood risk assessment and details of proposals for the drainage of the site and the attenuation of surface water runoff, as well as details demonstrating the capacity of the receiving waters for stormwater effluent and of the wastewater treatment plant to cater for foul effluent from the proposed development.

(Items 2 and 3 above may be incorporated into an EIAR, if one is to be submitted with the application for permission).
- 4 A statement specifying who would be responsible for carrying out any works to provide the supporting infrastructure that would be required to service the proposed housing development, including roads, watermains and sewers, and specifying when the works would be carried out in relation to a phasing programme for the proposed housing development. Information should also be submitted to demonstrate that the responsible person would have the requisite legal interest in land to carry out those works, or the agreement of a person who does. If the works are not included within the proposed development and the boundary of the application site, then information

should be submitted that demonstrates that the consents necessary for those works under the planning act and other laws have been obtained.

- 5 A report prepared by a suitably qualified and competent person demonstrating specific compliance with the requirements set out in the Design Manual for Urban Roads and Streets and the National Cycle Manual, as well as a map illustrating pedestrian, cycle and vehicular links from each part of the proposed development on the site to the rest of the town.
- 6 Proposals for the taking-in-charge of common areas, services and facilities in the development. Streets and footpaths/cycle links should be shown up to the boundaries of the site and facilitate future access. Ongoing management and maintenance, including a building lifecycle report for apartment buildings in accordance with section 6.13 of the 2018 Apartment Design Guidelines. The proposals should have due regard to section 180 of the Planning and Development Act, 2000 (as amended), the taking-in-charge policy of the planning authority and any relevant ministerial policies, including those stated in Circular Letter PL5/2014.

1 RESPONSE TO ISSUES RAISED

The following sets out how the applicant has addressed the four issues raised in the Board's 'Notice of Pre-Application Consultation Opinion', with reference to the accompanying documentation submitted, to ensure the subject application constitutes a reasonable basis for an application for Strategic Housing Development (SHD).

1.1 Item No. 1(a & b): Natura Impact Statement and Environmental Impact Assessment Report

ABP required the following consideration of the proposed development:

1(a) 'The prospective applicant should satisfy themselves that the Natura Impact Statement to be submitted with the application satisfactorily addresses the points raised by the Development Applications Unit of the Department of Culture, Heritage and the Gaeltacht as indicated in their submission dated 29/01/19 and entitled 'Nature Conservation'. In addition, the reasons for refusal and notes attached by the Board in the previous planning application should be satisfactorily addressed.

1(b) Likewise, and in relation to an Environmental Impact Assessment Report (EIAR), the prospective applicant should satisfy themselves that the EIAR to be submitted with the application satisfactorily addresses the points raised by the Development Applications Unit in the same submission with relation to 'Nature Conservation.'

1.1.1 Applicant Response

1.1.1.1 Summary of Additional Surveys

Following consideration of the refusal of the previous SHD application on this site (PL Ref. ABP-301952) and the points raised by the Development Applications Unit (DAU) of the Department of Culture, Heritage and the Gaeltacht as indicated in their submission dated 29th January 2019 and entitled 'Nature Conservation', the current application presents additional information with the aim of addressing the two refusal reasons stated in the previous application and the points raised by the DAU.

Firstly, with respect to refusal reason one in the previous application, the current Article 6(3) Screening report screens in the potential for the proposed development to result in significant effects on both Cregganna Marsh Special Protection Area (SPA) and Rahasane Turlough SPA. These sites were Screened out in the previous application. This follows an extremely precautionary principle. In order to provide additional evidence that the site and the surrounding area do not provide significant habitat for Greenland white-fronted goose (or any other wildfowl species), monthly bird surveys have been undertaken from October 2018 to March 2019 (a full winter season). The results have been included in the **Natura Impact Statement** (NIS) that is now being submitted to An Bord Pleanála. There have been no records of the Special Conservation Interests (SCI) species from either Cregganna Marsh SPA or Rahasane Turlough SPA (Greenland white fronted goose) either on the site or in the surrounding area during the surveys undertaken so far. Neither has there been any usage of the site or adjacent fen area by any other wildfowl species. The purpose of the monthly winter bird surveys to demonstrate beyond reasonable scientific doubt, that the site of the proposed development and areas immediately surrounding it do not provide suitable habitat and

are not used by Greenland white-fronted goose. The surveys also demonstrate that the site and surrounding fen is not significantly used by any of the bird species that are among the qualifying interests of the Inner Galway Bay SPA either and that no adverse effects on any of these designated sites are predicted.

In respect of refusal reason 2 of the previous application (Pl. Ref. ABP-301952), additional monthly bird surveys provide the information necessary to conclusively demonstrate that the proposed development itself will not result in effects on the SCI species of the Inner Galway Bay SPA, Cregganna Marsh SPA or the Rahasane Turlough SPA. As described above, these surveys have been undertaken throughout the entire winter period (October 2018- March 2019), with the NIS being updated accordingly. The revised NIS also includes an assessment of the potential effects of the proposed development on the nearby European Designated Sites as a result of disturbance, recreational pressures and population increase. Whilst the potential effects on the Fen habitats were assessed in the previous application, a further, specific and dedicated assessment of the adjacent alkaline fen habitat has been undertaken and is included as an appendix to the NIS and Environmental Impact Assessment Report (EIAR). Effects on this habitat within the SAC are fully considered in the current NIS.

In addition to the above, the following additional survey work and assessments have been undertaken within the revised Natura Impact Statement and Environmental Impact Assessment documentation:

- Dedicated otter surveys have been undertaken on the 22nd of February and 9th of April 2019 to supplement surveys undertaken in 2018. No signs of otter were recorded during any surveys of the site.
- A bat activity survey was undertaken on the 8th and 9th of April 2019. Only 11 bat passes were recorded during the survey, associated with a small number of individual bats. No bat roosting opportunities were identified within or adjacent to the proposed development site. No significant effects are anticipated on bat species as a result of the proposal.
- Monthly bird surveys were undertaken between October 2018 and March 2019. Surveys were carried out on the development site and the surrounding habitats including the adjacent fen and from suitable vantage points surrounding Cregganna Marsh SPA. The bird populations occurring within the SPAs in the area are separated from the proposed development by existing houses, roads and other infrastructure. The bird surveys undertaken did not record any significant usage of the site or the areas surrounding it. In addition, a comprehensive review of the disturbance distances for each of the SCI species has been undertaken. This shows that the SCI species occur outside the known disturbance distance of the site.
- Further consideration was given to the potential for increased anthropogenic disturbance, as a result of an increase in population in the area, to species for which nearby Special Areas of Conservation (SACs) and SPAs have been designated. The development does not in any way provide any access to any SAC or SPA that are outside the site boundary and does not encourage such access. No impact on any faunal populations of more than local significance is anticipated. It is designed in accordance with the Oranmore Local Area Plan 2012-2022 (LAP), which has itself been the subject of Appropriate Assessment. Furthermore, the proposed development ensures the provision of a network of recreational greenspaces located within the development site, including a looped walk, playground, wildflower meadow, communal garden and public parkland open space. Recreational and amenity space within the development site is above the minimum 15% set out in the Oranmore LAP. This is in

accordance with good planning, which ensures that the eventual residents of the estate have their recreational requirements considered in the design of the scheme and are not entirely dependent on recreational facilities outside the site. This is in accordance with the extant Oranmore LAP, which has been the subject of its own Appropriate Assessment.

- A detailed botanical assessment of the fen habitat was conducted on the 13/12/2018 and 09/04/2019. This was undertaken to assess the potential for impact as a result of any alteration to local hydrology.
- The hydrology chapter (Chapter 7) has been updated with additional assessments to fully assess the potential for impact on groundwater and surface water associated with the proposal. This concludes that there is no potential for the proposed development to result in effects on the downgradient fen to the north and west or on the wetlands that are located in the wider area to the east of the N18 or to the south in Cregganna Marsh.
- Reports have been reviewed and updated to full consideration all of the Attributes and Targets for each of the QIs/SCIs habitats/species considered in the assessment of potential impact.
- The assessment provides a consideration of the potential impacts using project design, consideration of Local Area Plan/County Development Plan and interactions with other projects.
- A **Habitat Management Plan**, including both the establishment and maintenance of the grasslands as part of the proposed development, is provided as **Appendix 5-4 of the EIAR**. There is a commitment to the implementation of the measures that are set out in the habitat management plan including both the establishment and maintenance of seminatural grasslands into the future through appropriate management and monitoring regime. The grassland management plan and other measures for biodiversity enhancement have been incorporated into the landscaping plan (see **Drawing 18223/3/100 Landscape Masterplan**).

The assessments and associated ecological reporting have been updated to specifically address the refusal points raised in the previous application on the site (Pl. Ref. ABP-301952-18) and the DAU as indicated in their submission dated 29th January 2019.

1.1.1.2 Revised Natura Impact Statement

A revised Natura Impact Statement (NIS) has been prepared by MKO on behalf of Arlum Ltd. The NIS has been prepared in accordance with the European Commission guidance document *Assessment of Plans and Projects Significantly affecting Natura 2000 Sites: Methodological Guidance on the provisions of Article 6(3) and 6(4) of the Habitats Directive 92/43/EEC (EC, 2001)* and the Department of the Environment's *Guidance on the Appropriate Assessment of Plans and Projects in Ireland* (December 2009, amended February 2010).

The NIS concludes as follows:

“It can be concluded, on the basis of objective scientific information, that the proposed development, individually or in combination with other plans or projects, will not adversely affect the integrity of any European Site”.

Please refer to the standalone **NIS** enclosed with this application for further information.

1.1.1.3 Revised Environmental Impact Assessment Report

A revised Environmental Impact Assessment Report (EIAR) has been prepared by MKO on behalf of Arlum Ltd in order to satisfactorily address the points raised by the DAU in their same submission dated 29th January 2019 in relation to 'Nature Conservation.' A summary overview of the updated assessments and associated ecological reporting is outlined above in Section 1.1.1.1.

Please refer to the standalone **EIAR** documentation submitted with this application for further information.

1.2 Item No. 2: Archaeology Report

ABP required the following consideration of the proposed development:

'A report prepared by a suitably qualified person on the likely impact of the proposed development on archaeology, in particular upon the recorded monument at Moneyduff Castle GA095-084. It should include a report on archaeological test excavations that have been informed by a prior geophysical survey, and a detailed conservation and management proposal to ensure the future preservation of the recorded monument including a description of its current status and condition. The prospective applicant should satisfy themselves that any report prepared addresses the points raised by the Development Applications Unit of the Department of Culture, Heritage and the Gaeltacht as indicated in their submission dated 29/01/19 and entitled 'Archaeology.'

1.2.1 Applicant Response

1.2.1.1 Archaeological Impact Assessment

An Archaeological Impact Assessment and Pre-Development Testing Survey of the proposed scheme has been completed by Richard Crumlish, B.A., M.I.A.I., Consultant Archaeologist, the results of which are enclosed in Chapter 11 of the Environmental Impact Assessment Report and its associated technical appendices (**Appendix 11-1**). A Conservation Management Plan for the site of Moneyduff Castle, prepared by Anne Carey, Historic Buildings Consultant and Richard Crumlish, Consultant Archaeologist, is also enclosed in **Appendix 11-2** of the Environmental Impact Assessment Report.

The report addresses the points raised by the Development Applications Unit of the Department of Culture, Heritage and the Gaeltacht. In the event of a positive grant of permission, it is acknowledged that archaeological conditions pertaining to further archaeological works, the maintenance of a 20-metre buffer, full investigation of archaeological material found, monitoring and the production of a conservation works plan, will be attached to the planning permission.

1.3 Item No. 3: Flood Risk Assessment and Drainage Proposal

ABP required the following consideration of the proposed development:

'A site specific flood risk assessment and details of proposals for the drainage of the site and the attenuation of surface water runoff, as well as details demonstrating the capacity of the receiving waters for stormwater effluent and of the wastewater treatment plant to cater for foul effluent from the proposed development.

(Items 2 and 3 above may be incorporated into an EIAR, if one is to be submitted with the application for permission).''

1.3.1 Applicant Response

Hydro-Environmental Services (HES) have undertaken a **Stage II Flood Risk Assessment (FRA)** for a proposed housing development which is provided in Chapter 7 of the **Environmental Impact Assessment Report** and its associated appendices. In addition, the hydrology chapter has been updated with additional assessments to fully assess the potential for impact on groundwater and surface water associated with the proposal. This concludes that there is no potential for the proposed development to result in effects on the downgradient fen to the north and west or on the wetlands that are located in the wider area to the east of the N18 or to the south in Cregganna Marsh.

Details of proposals for the drainage of the site and the attenuation of surface water runoff, as well as details demonstrating the capacity of the receiving waters for stormwater effluent and of the wastewater treatment plant to cater for foul effluent from the proposed development are contained in the **Report on Civil Works** and the **Planning Drawings**.

1.4 Item No. 4: Services and Infrastructure Responsibility

ABP required the following consideration of the proposed development:

'A statement specifying who would be responsible for carrying out any works to provide the supporting infrastructure that would be required to service the proposed housing development, including roads, watermains and sewers, and specifying when the works would be carried out in relation to a phasing programme for the proposed housing development. Information should also be submitted to demonstrate that the responsible person would have the requisite legal interest in land to carry out those works, or the agreement of a person who does. If the works are not included within the proposed development and the boundary of the application site, then information should be submitted that demonstrates that the consents necessary for those works under the planning act and other laws have been obtained.'

1.4.1 Applicant Response

1.4.1.1 Supporting Infrastructure

Tobin Consulting Engineers have prepared the following statement in relation to the supporting infrastructure that would be required to service the proposed housing development

'The works on the provision of supporting infrastructure will be carried out by a Civil Engineering Contractor on behalf of the applicant.'

The foul sewer pipe network will be completed for each phase in turn and the pumping station will be fully constructed, commissioned and operational prior to occupation of the first houses, complete with rising main connection to the agreed connection point on the Irish Water foul sewer near Coill Clocha.

The watermain will be laid from the agreed connection point on the Irish Water public main near Coill Clocha and through the adjacent road and will be extended as the phases are developed.

The storm sewer pipe network will be completed for each phase in turn and the soakaways will be completed prior to occupation of the relevant housing phases.

All relevant works will be to the Standards of Irish Water Codes of Practice and Galway County Council as relevant'.

With regard to the access road, the new North- South Link Road will be carried out by a Civil Engineering Contractor on behalf of the applicant. The permitted road will be constructed in the first phase of development as agreed with Galway County Council as part of the condition compliance associated with Condition No. 4 of ABP Ref PL 07.237219.

1.4.1.2 Legal interest

A legal agreement is in place between the applicant, Arlum Ltd, and the adjoining owner, Roykeel Ltd, for the construction of the access road and services from the existing roundabout on the N67, the North-South Link Road and the proposed roundabout where the two proposed roads meet. The applicant is the registered owner

of the property described in Folio 121724F which has the benefit of rights of way, wayleave and other easements over Folios GY107698F, GY116107F and GY116108F. Subject to the provisions of the legal agreement, the applicant Arlum Ltd has an entitlement to construct the roads and services necessary for development of the proposed development. See **Appendix B** of the **Planning Report and Statement of Consistency** for further information.

Arlum Ltd (acting on behalf of Roykeel Ltd) have commenced conditions compliance with Galway County Council in relation to all roads related conditions included in the grant of permission associated with ABP Ref PL 07.237219 / GCC Pl Ref P09/1925) which was extended by GCC Pl Ref 15/1334. Galway County Council, in correspondence dated 21st June 2018, have confirmed that the Planning Authority is satisfied that the documents submitted with respect to Condition No. 4 and Condition No. 10 under ABP Ref PL07.237219 is in compliance with the provisions of the conditions. Please see **Appendix D(2)** of the **Planning Report and Statement of Consistency** for a copy of the correspondence.

With regard to the proposed connection to the Irish Water foul sewer pipe network and watermain near Coill Clocha over Folio GY111675F, a letter of consent has been obtained from Galway County Council. The local authority has taken the Coill Cloch Estate road in charge. Please see the **Galway County Council Letter of Consent** enclosed with this application for further details.

1.4.1.3 Phasing Plan

As per Condition 4 of grant of permission associated with ABP Ref PL 07.237219 / GCC Pl Ref P09/1925) which was extended by GCC Pl Ref 15/1334, the North/South link road will be included in Phase 1 of the development. We also confirm that the link road to the N67 (via Rocklands roundabout) is included in Phase 1 as requested by the Roads Department of Galway County Council, for the provision of construction traffic access (see enclosed Phasing Layout Drawing No. 10402-1015 in **Appendix D(1)** of the Planning Report and Statement of Consistency). The remaining phases shall be agreed with the Planning Authority on completion of Phase 1 as stipulated in the Condition 4.

The link road from the roundabout will serve the site for construction access to the future phases, therefore avoiding the need to access the future phases through or via the existing adjoining housing estates. The North/South link road will be constructed up to the existing estate roads but not actually opened for public use until the future phases are progressed. This approach will greatly assist the health and safety of the construction site during the various construction phases.

It is anticipated that the housing development will be completed over 4 separate phases and the access and egress routes will change for the various phases. As some of the houses will be occupied during the later phases, Traffic Management procedures will be implemented to ensure the safety of the users of the access routes, for both the residential access and the construction access. The construction phase of the proposed development is expected to last approximately 3.5 years in total.

Simon J Kelly Architects have prepared a phasing plan for the proposed scheme. Please refer to **Dwg 2325-P-037 Site Phasing** for details.

1.5 Item No. 5: Compliance with Design Manual for Urban Roads and Streets/National Cycle Manual

ABP required the following consideration of the proposed development:

'A report prepared by a suitably qualified and competent person demonstrating specific compliance with the requirements set out in the Design Manual for Urban Roads and Streets and the National Cycle Manual, as well as a map illustrating pedestrian, cycle and vehicular links from each part of the proposed development on the site to the rest of the town.'

1.5.1 Applicant Response

1.5.2 Statement Consistency with Ministerial Guidance- Design Manual for Urban Roads and Streets (DMURS)

Tobin Consulting Engineers have prepared a **Statement Consistency with Ministerial Guidance- Design Manual for Urban Roads and Streets (DMURS)** which is included with this application as a standalone document.

A network of footpaths throughout the proposed development will provide a high rate of accessibility to the local facilities with the town of Oranmore. Please refer to **Dwg 2325-P-038 Site Pedestrian Access Routes Plan** for details of the internal footpath locations and the connection to wider amenities within Oranmore town. The inclusion of these attractive, well designed walking routes will encourage pedestrians to access the local facilities on foot as opposed to taking their personal vehicles. The main pedestrian and cyclist access route to the proposed development from nearby Oranmore village centre will be via the Coill Clocha residential development to the north. Pedestrians shall utilise the existing pedestrian arrangements within the Coill Clocha housing development which will connect to the newly constructed pedestrian pathway along the link road and throughout the proposed development. This will result in a continuous pedestrian route from all locations within the proposed development to Oranmore town centre. Refer to **Dwg 2325-P-038 Site Pedestrian Access Routes Plan** for proposed connections. A secondary pedestrian and cyclist route is also provided to the south of the link road permitted under PR 15/1334. This allows users to access Oranmore village and the Maree road via the existing Oranhill housing estate.

Pedestrian routes from the proposed development to the Oranmore town centre will be 1.00km in length and will take the average pedestrian 10 min to walk. Amenities in and around the town centre include local primary and secondary schools, shops, restaurant. See **Figure 1** below. The development is within 10-minute walk to the nearest bus stop which is located opposite the church on Main Street. The bus route 404 operated by Bus Eireann serves this location and provides a route into Galway City every 60 mins. The duration of the trip to Galway city centre is circa 30 minutes with the bus availing of several bus lanes along the route.

The applicant has made a representation to Galway County Council in relation to the provision of a new footpath on the L4103, Old Limerick Road, to ensure residents living in the proposed development have access to a continuous footpath to Oranmore town centre. Due to resource constraints, the provision of a new footpath is not currently on the Galway County Council road programme. However, in correspondence dated 22nd June 2018, the local authority has set out the following options to deliver the footpath:

- a) In the event of a grant of permission on the proposed scheme, Galway County Council will seek a developer contribution towards the development of the footpath from Arlum Ltd; or
- b) Galway County Council would consider entering into an agreement with Arlum ltd for the applicant to provide a footpath on behalf of Galway County Council.

It is noted that the hard shoulder on the southern side of the L4103 is at least 3 metres in width and Galway County Council have confirmed in correspondence dated 22nd June 2018 that the requisition of lands would not be required to facilitate the provision of a new footpath. Galway County Council have estimated that the cost of providing this footpath is less than the Part VIII Planning threshold, therefore they would not require planning permission to implement the proposed footpath.

A copy of the correspondence received from Galway County Council in relation to the above matter is provided in **Appendix A**.

Secure cycle parking facilities are proposed throughout the proposed development to encourage non-motorised transport to and from the site. In accordance with section 5.7.7 of the National Cycle Manual, 2 no. spaces are to be provided per terrace and duplex units. Bicycle parking provisions for detached and semi-detached shall be in their individual private open spaces. The minimum number of bicycle parking spaces required for the proposed development, in line with the National Cycle Manual is 146. The required number of parking spaces have been provided on site.

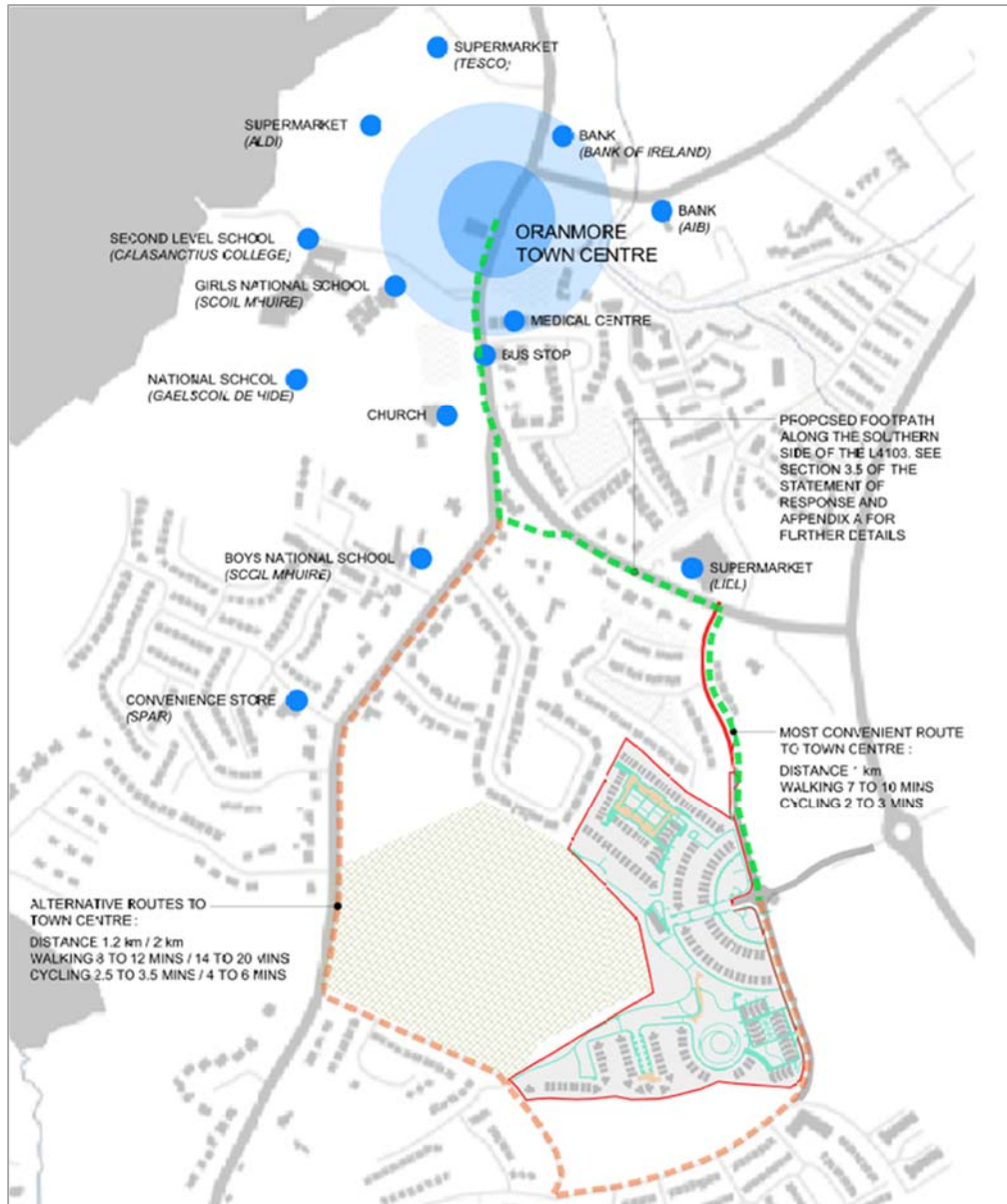


Figure 1: Accessibility to Oranmore Town Centre. Image extracted from 'Dwg 2325-P-038 Site Pedestrian Access Routes Plan'

1.6 Item No. 6: Proposal for Taking in Charge

ABP required the following consideration of the proposed development:

‘Proposals for the taking-in-charge of common areas, services and facilities in the development. Streets and footpaths/cycle links should be shown up to the boundaries of the site and facilitate future access. Ongoing management and maintenance, including a building lifecycle report for apartment buildings in accordance with section 6.13 of the 2018 Apartment Design Guidelines. The proposals should have due regard to section 180 of the Planning and Development Act, 2000 (as amended), the taking-in-charge policy of the planning authority and any relevant ministerial policies, including those stated in Circular Letter PL5/2014’

1.6.1 Applicant Response

1.6.1.1 Proposal for Taking-in-Charge

Proposals for the taking-in-charge of common areas, services and facilities in the development are illustrated on **Dwg 2325-P-039 Site Plan Layout- Taking in Charge**, which illustrates the internal roads and footpaths/cycle links that are proposed to be taken in charge.

The applicant proposes to appoint an Owners Management Company to manage and maintain the common areas, services and facilities associated with the duplex units in the proposed development. A draft Letter of Engagement between Winters Property Management DAC and the proposed owner management company is enclosed in **Appendix B** for information.

1.6.1.2 Building Life Cycle Report

In accordance with Section 6.13 of the 2018 Apartment Guidelines, Simon J Kelly have prepared a Building Life Cycle Report for the proposed scheme which is included with this application.

2 CONCLUSION

This document sets out how the items outlined in the pre-application consultation opinion from An Bord Pleanála in relation to the proposed residential scheme, at Moneyduff and Oranhill, Ornamore, Galway have been addressed in full by the applicant and design team prior to lodgement of the application.

Most significantly, following consideration of the refusal of the previous SHD application on this site (Pl. Ref. ABP-301952) and the points raised by the Development Applications Unit (DAU) of the Department of Culture, Heritage and the Gaeltacht as indicated in their submission dated 29th January 2019 and entitled 'Nature Conservation', the current application presents additional information with the aim of addressing the two refusal reasons stated in the previous application and the points raised by the DAU.

It is therefore submitted that the proposed development is consistent with the proper planning and sustainable development of the area, and is consistent with all relevant national, regional and local planning policies and guidelines.

Appendix A

Correspondence from Galway County Council in relation to the provision of a new footpath on the L4103, Old Limerick Road

Áras an Chontae,
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H91 H6KX.

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Comhairle Chontae na Gaillimhe Galway County Council

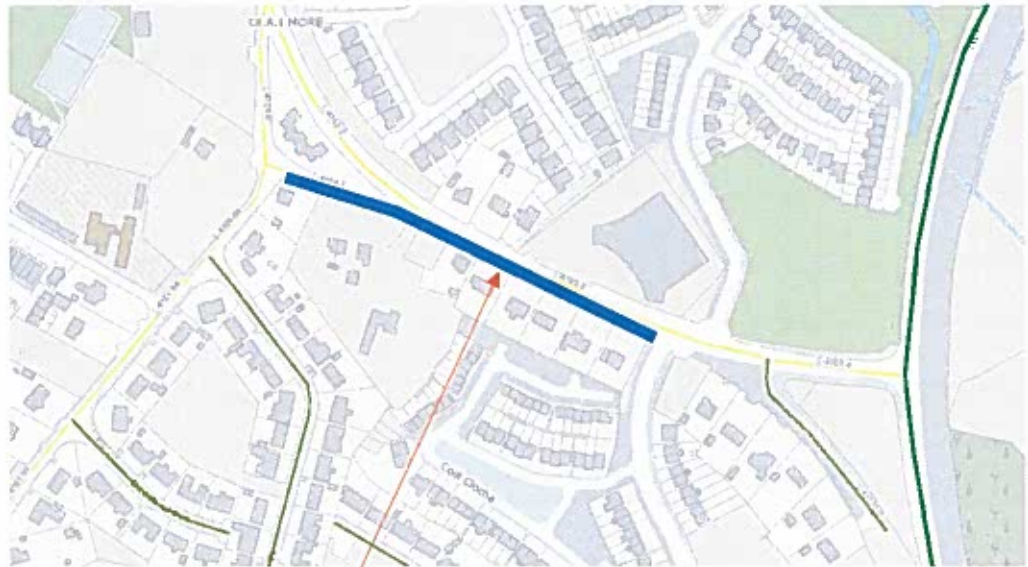
FAO: Paul Fitzmaurice,
Arlum Ltd.,
Wolfe Tone House,
Father Griffin Road,
Galway.

Date: 11th of April 2019

RE: Proposed Footpath – L 4103 (Old Limerick Road) Oranmore

Paul,

Further to our discussion, I can confirm that Galway County Council have received representations in relation to the provision of a footpath on the L4103, Old Limerick Road as indicated in the map below. However, due to resource constraints (i.e. funding) it is not in the current roads programme to provide this infrastructure.



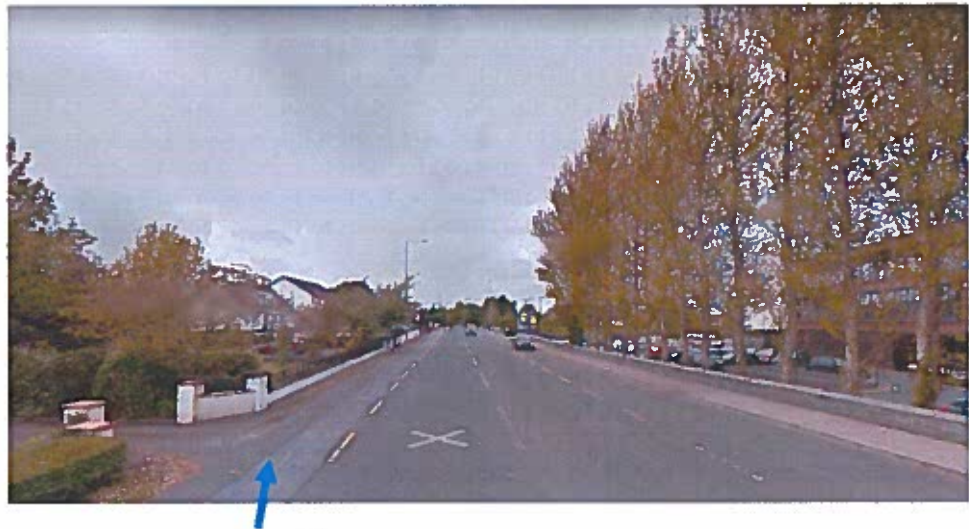
Proposed footpath location

Thus, Galway County Council will seek a development contribution towards the development of this footpath from Arlum Ltd., and their proposed strategic housing scheme at Moneyduff, Oranmore, Galway.

Alternatively, Galway County Council would consider entering into an agreement with Arlum Ltd., were the footpath will be provided by Arlum Ltd. on behalf of Galway County Council.

Note:

1. The hard shoulder on the southern side of the L4103 is at least 3m in width and thus the requisition of lands would not be required to facilitate this development.



Hard shoulder on southern side of the L4301, Old Limerick Road.

2. It is estimated the cost of providing this footpath is less than the Part VIII Planning threshold. Thus, Galway County Council would not require planning permission to provide this footpath.

Regards,

Handwritten signature of Daithí Flood

Daithí Flood
Roads, Transportation, Marine and General Services

Phone: 091 509 050 (Direct Line)

Email: dflood@galwaycoco.ie

Appendix B

Draft Letter of Engagement between
Winters Property Management DAC and the Proposed Owner Management Company

Property Services Agreement
for the
Provision of Property Management Services

1. Parties to the Agreement

This Agreement is between:

Management Agent

Name: **Winters Property Management DAC**
Trading As: **As above**
Business Address: **Unit 5A Liosban Business Park
Tuam Road
Galway City
H91 V294**

Telephone No: **091-771935**
E-mail Address: **info@winterspm.com**
PSRA Registration No: **001876**

AND

Owner Management Company to be established for management of Arlum Limited site at Moneyduff, Oranmore, Co. Galway

Name: **Owner Management Company for Moneyduff site, Oranmore, Co. Galway**

Address: **Wolfe Tone House
Fr. Griffin Road
Galway**

Collectively, “the Parties”

Person(s) authorised to instruct the Agent:

Name: **The Chairperson of the Board or any other Director who may be authorised by the Board.**

Contact details: **As per the Owner Management Company’s (OMC’s) Register**

Role of person within Owners’ Management Company: (Director/Secretary)*

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2. Licence

The Management Agent (*the Agent*) confirms that it is the holder of a current licence, to provide property management services, issued by the Property Services Regulatory Authority under the Property Services (Regulation) Act 2011.

3. Appointment of Agent

The Owners' Management Company (*the OMC*) appoints the Agent as its sole and exclusive agent for the duration of the Agreement to undertake the services specified in clause 4.1.

4. Property Services to be Provided

4.1 The services to be provided are as set out in Schedule II to this Agreement.

4.2 Additional elements of property management services, whose requirement is identified after the entering into of this Agreement, may be added to Schedule II by the Agent re-issuing, in duplicate, signed copies of that Part of the Schedule including the additional element(s). The OMC should sign and return one copy to the Agent within 7 working days. Should the OMC fail to sign and return a copy of the Part of the Schedule within 7 working days the Agent is precluded providing those additional element(s).

4.3 Subject to 4.4, the Agent may decline a request to provide services which are not included in this Agreement.

4.4 In the interests of effective responses to extreme emergency situations (e.g. flood, fire, severe storm damage, etc.), the Agent will not unreasonably decline a request from the OMC to provide services which are within the Agent's competence or to arrange for those services to be delivered. Written confirmation, as referred to in 4.2, need not be provided prior to the provision of such emergency services but shall be provided within 7 days of the provision of the service.

5. Particulars of Property

A description of the property is set out in Schedule I of this Agreement.

6. Duration of Agreement

6.1. The Agreement shall commence on xxxxxxx and shall continue in force until xxxxx ("the Contract Period"), and in any event shall not be greater than 3 years.

6.2. The Agreement will terminate at the end of the Contract Period unless the parties agree, in writing, to its extension. It is open to the parties to agree to the extension of the contract for a further period provided that the period of the original contract together with the extension does not exceed 3 years.

6.3 A new agreement may be entered into by the Parties after the expiry of this Agreement.

7. Termination of the Agreement

7.1. The Agreement may be terminated (without penalty) at any time with the mutual consent of the parties.

7.2. This Agreement may be terminated, without notice, by:

(a) the OMC where:

- (i) The Agent is in material breach of the Agreement and fails to remedy the breach within 60 days after the OMC serves a written notice on the Agent specifying the particulars of the breach; or
- (ii) The Agent is an individual who is declared bankrupt; or
- (iii) The Agent is a body corporate which is wound up or liquidated; or
- (iv) The Agent is a partnership and any one of the partners is declared bankrupt; or
- (v) The Agent's licence is suspended, not renewed or revoked by the Property Services Regulatory Authority; or
- (vi) The Agent has a conflict of interest in relation to this Agreement and the OMC does not consent, in writing, to the Agent continuing to act for the OMC where the ability of the Agent to execute their contracted duties is tangibly and quantifiably impacted by any perceived conflict.

or

(b) the Agent where:

- (i) The OMC fails to pay any amount owing to the Agent under this Agreement within 30 days after the Agent serves a written notice on the OMC specifying particulars of the payment due; or
- (ii) The OMC acts or fails to act so as to prevent the Agent from properly carrying out his obligations under this Agreement, for 30 days after the Agent serves a written notice on the OMC specifying particulars of the act or failure to act.

8. Effect of Termination of Agreement

8.1 Whether the Agreement is terminated by virtue of clause 6 or 7, the OMC shall be liable to pay all fees and charges, due under this Agreement, within 30 days of receiving the final invoice from the Agent.

8.2 Whether the Agreement is terminated by virtue of clause 6 or 7, the Agent:

- (a) shall not impede the introduction of a new agent, and
- (b) shall transfer all records held which are the property of the OMC to the OMC including the transfer of electronic records promptly and without delay and in any event no later than 30 days after termination.

9. Agent's Fee/Commission

9.1. (a) The Agent's fee shall be €xxxxx per annum in respect of the matters set out at Part I & Part II of Schedule II. This fee is subject to VAT at the current rate of 23 %.

(b) The Agent's fee, in respect of the matters set out at Part III of Schedule II is outlined and is subject to VAT at the current rate of 23%.

(c) The Agent's fee, in respect of the matters set out at Part IV of Schedule II, shall be agreed in advance of the commencement of service delivery. This fee is subject to VAT at the applicable rate.

9.2. The Agent's fees shall be invoiced monthly. Invoices shall be paid by the OMC by the due date which shall not be later than 30 days after the invoice date. Late payment fees may apply where payment is not received after 30 days. Please be advised that late payment fees apply as per commercial regulation SI580 of 2012.

- 9.3. Where this Agreement extends beyond 12 months, a review of the fees under clause 9.1 may be held. Any changes in the fee and/or charge will be informed by changes in the material costs of providing the service in addition to the rate of inflation, as defined by the CSO.

10. Indemnity

- 10.1. The OMC acknowledges that it is responsible for the management, maintenance and repair of the common areas of the development referred to in clause 5 and that as part of the Agreement:
- (a) the Agent is required to act on behalf of the OMC in the discharge of the OMC's functions relating to the management, maintenance and repair as provided for under clause 4, and
 - (b) the responsibility of the Agent is limited to those services the OMC requests the Agent to carry out under clause 4.
- 10.2. The Agent has no liability for any loss arising from any inherent disrepair, defect or danger (hidden or otherwise) in the Development or for any disrepair, defect or danger (hidden or otherwise) in the Development and accordingly the OMC indemnifies the Agent against all claims, demands, losses or proceedings relating to or arising from any such inherent disrepair, defect or danger (hidden or otherwise).
- 10.3. The OMC indemnifies the Agent against all claims, demands, losses or proceedings relating to or arising from the performance (or non performance) by the Agent of its obligations under this Agreement except to the extent that such claims, demands, losses or proceedings relate to or arise from the Agent's wilful act or neglect.
- 10.4. The Agent is not liable to the OMC if the Agent fails to do any act it is obliged to do, if such failure arises from the OMC's failure to properly instruct and/or make the appropriate decision in relation to such act or to make sufficient money available to the Agent to carry out its obligations under this Agreement.

11. Professional Indemnity Insurance

In accordance with *section 45* of the *Property Services (Regulation) Act 2011* there is in force a policy of professional indemnity insurance which covers the Agent in the provision of this property service.

The amount insured for each and every claim (exclusive of defence costs) is €6,500,000 with no limit on the number of claims in any one year. The insurance company which holds the cover is:

Name of Insurance Company:	AIG Europe Limited (Ireland Branch)
Address:	C/o O'Leary's Insurance (Galway) Limited Liosban Business Park Tuam Road Galway City
Policy Number:	ART04356

12. Records

- 12.1 In accordance with *section 44* of the *Property Services (Regulation) Act 2011* the Agent will retain a record of the services provided on foot of this Agreement for a period of not less than 6 years after the termination of this Agreement. Such records shall include:

- This property services agreement and any amendment to, or renewal of, the property services agreement signed by both Parties;
- The statement of fees and outlays including any interim statement of fees and outlays;
- Any written communication, including electronic communication, sent to and from the Client (or the Client's agent);
- Any notes of any conversations with the Client (or the Client's agent).

12.2 The Agent will keep a record in respect of the services provided on foot of this Agreement and such records are included in Schedule III.

13. Emergency Services

The particulars for any out-of-office hour's services for emergencies are set out in Part III of Schedule II. The cost for this service is set out in clause 9 and that cost does not include the costs incurred in the provision of the services which are required to address any emergency which may arise.

14. Disputes

14.1. Any dispute which the OMC may have arising under or in connection with this Agreement may be dealt initially by the Property Manager assigned to service the OMC, should this not resolve the matter the OMC may then raise the matter with the Operations Director, Winters Property Management.

14.2. Any dispute which the Agent may have arising under or in connection with this Agreement may be dealt with by a nominated member from the Board of Directors of the OMC.

14.3. Where a dispute is not resolved under the provisions of clause 14.1 or 14.2, the Agent and the OMC shall attempt resolution of the dispute through mediation. Unless otherwise agreed by the Parties, the mediator will be nominated by notice in writing ("the Mediation Request") and, once agreed by the Parties, the mediation will start within twenty eight (28) days of the Mediation Request, or, in the absence of an agreed mediator (within 28 days of the Mediation Request), a Galway based practising member of the Mediation Institute Ireland (MII) shall act as mediator.

15. Complaints

Any complaint which the OMC may have concerned with the provision of management services by the Agent may be made in writing to:

- (a) Complaints Officer, Winters Property Management DAC, Unit 5a, Liosban Business Park, Tuam Rd, Galway.

and under the provisions of the Property Services (Regulation) Act 2011, to:

- (b) The Property Services Regulatory Authority (PSRA)
Abbey Buildings
Abbey Road
Navan
Co. Meath

16. Conflict of Interest

- 16.1. The Agent affirms that no conflict of interest exists that would prevent the Agent from acting for the OMC.
- 16.2. Where the Agent identifies the existence of, or the potential for, a conflict of interest he/she will, as soon as practicable, inform the OMC, in writing, of the circumstances.
- 16.3 The Agent will immediately inform the OMC in writing where the Agent is offered or receives any form of inducement by a supplier or potential supplier of goods and/or services to the OMC.
- 16.4 The Agent will not benefit, financially or otherwise, from any party or service provider engaged by the OMC without the written permission from the OMC.

17. No Partnership/Employee/Employer Relationship

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.

18. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties and shall not be modified except in writing signed by the duly authorised representatives of each of the Parties.

19. No Representation

The Parties acknowledge that in entering into this Agreement, they do not do so on the basis of, and do not rely on, any representations, warranties or other provisions except as expressly provided in this Agreement and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent, permitted by law.

20. Data Protection

In accordance with the Data Protection Acts we acknowledge that the OMC is the Data Controller and that the Agent is the Data Processor as defined in these acts. The OMC authorise the Agent to obtain, keep, process and maintain personal data for the provision of property management and other related services and the dissemination of property related information.

21. Severance

If any provision of this Agreement is held by any Court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the effected provision.

22. Waiver

Any waiver by either party of a breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provisions thereof.

23. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of Ireland and the Parties irrevocably submit to the jurisdiction of the Courts of Ireland.

24. Signatures

Management Agent

By/On behalf of the Management Agent

Signed: _____

Print name: _____

Date: _____

Role within Management Agent: (Director/Secretary/Partner/Owner)*

[(Second signature required where the Management Agent is a company or partnership)

Signed: _____

Print name: _____

Date: _____

Role within Management Agent: (Director/Secretary/Partner)*]

Owners' Management Company

Signed: _____
(Director/Secretary)*

Signed: _____
(Director/Secretary)*

Print name: _____

Print name: _____

Date: _____

Date: _____

=====

SCHEDULE I

Particulars of the Development

Name & Address of Property:

Residential housing development at Moneyduff, Oranmore, Co. Galway

Description of Common Area Property:

Description of Common Area Property

Number of Residential Units:	212
Number of Commercial Units:	1 Creche
Number of Blocks:	2
Number of Floors:	3
Number of Lifts:	0
Number of Internal Stairwells:	0
Number of External Stairwells:	TBA

Description of Ancillary facilities: [e.g. pump house, boiler house, bicycle shed, refuse storage, administration area, equipment storage, car park, etc]

Subject to the definition of the common areas as contained in the scheme documents (leases, deed of transfer of common areas, etc.) of the Development, the common areas to be managed by the Owners' Management Company means all those parts of the development designated, or which it is intended to designate, as common areas and including where relevant all structural parts of the building and shall include in particular —

- (a) the external walls, foundations and roofs and internal load bearing walls;
- (b) the entrance halls, landings, lifts, lift shafts, staircases and passages;
- (c) the paved, planted and landscaped areas, and boundary walls;
- (d) architectural and water features;
- (e) such other areas which are from time to time provided for common use and enjoyment by the owners of the units, their servants, agents, tenants and licensees;
- (f) all ducts and conduits, other than such ducts and conduits within and serving only one unit in the development;
- (g) cisterns, tanks, sewers, drains, pipes, wires, central heating boilers, other than such items within and serving only one unit in the development.

SCHEDULE II

Particulars of Services to be Provided

Part I

Services provided directly by the Agent

This is the list of services procured by the Client from the Agent in the role of Managing Agent:

A – ACCOUNTING SERVICES
1) To prepare an estimate in respect of annual service charges in accordance with section 18 of the Multi-Unit Developments Act 2011, for consideration by the OMC.
2) To advise the OMC on the establishment of a sinking fund in accordance with section 19 of the Multi-Unit Developments Act 2011.
3) To calculate the service charges for each unit based on the budget adopted by the OMC and the apportionment detailed in the leases.
4) To apportion the amount of contribution, payable by each unit owner, in accordance with section 19 of the Multi-Unit Development Act 2011 and regulations made thereunder.
5) To issue each unit owner with a statement of demand for service charges including sinking fund contributions together with a copy of the approved budget and the calculations used to arrive at the charge payable by each unit owner (<i>including a breakdown of amount due for current financial year and any arrears balance brought forward from prior years</i>).
6) To collect service charges and sinking fund contributions approved by the OMC.
7) To administer the issuing of reminders for service charge and sinking fund payments as directed by the OMC.
8) To administer the imposition of penalties for late payments as directed by the OMC where permissible.
9) To answer queries from unit owners on service charges and sinking fund contributions.
10) To prepare a report for the OMC directors on overdue accounts.
11) To arrange for the collection of arrears to Final Notice Stage, from whenever they arise, as directed by the OMC.
12) To provide, on request by a unit owner, the unit owner with annual statement of unit owner's services charges payments and sinking fund contributions.
13) To administer the OMC's finances in accordance with the provisions of the Property Services (Regulation) Act 2011 and regulations made thereunder.
14) To provide reports on all income and expenditure for the OMC on a yearly basis
15) To reconcile bank statements and provide reconciliation reports to the OMC.
16) To pay invoices for goods and services in accordance with the approved service charge budget on behalf of the OMC.
17) Prepare and provide the relevant accounting records for the OMC's accountants and auditors.
18) Respond to accountants and auditors on questions arising from the preparation and audit of the OMC's accounts.

B – CORPORATE SERVICES
1) To request contact details of owners in compliance with Section 8(3) of the Multi-Unit Developments Act 2011 & the Data Protection Acts.
2) To record and process alleged breaches of lease conditions, covenants or house rules and to report such breaches to the OMC.
3) To attend a maximum of 4 directors meetings plus 1 Annual General Meeting (AGM) of the OMC per annum.
4) To distribute minutes of general meetings to unit owners.
5) To distribute communications to directors/unit owners as appropriate.
6) To maintain records of work carried out, tender exercises and other records related to service provision.
7) To inform unit owners of the terms of the Property Services Agreement and the appropriate means of communication with the Agent.
8) Ongoing communication with unit owners and residents.
9) Carry out the OMC’s instructions in compliance with its legal obligations.
C – INSURANCE MANAGEMENT
1) Identify potential insurance providers/ brokers to provide necessary insurance cover including:- building reinstatement; fire and perils; lift engineering; public liability; employer/employee liability; directors and officers; alternative accommodation cover.
2) Liaise with insurance provider/broker in procuring cover on the basis of appropriate professional advice.
3) Liaise with the insurance provider/broker on renewal of all policies, as directed by the OMC.
4) Preparation of insurance claims on behalf of the OMC and/or its members under the OMC’s relevant policy when requested by the OMC.
5) Negotiation of premium payment schedule with insurance provider/ broker.
6) To record and receive insurance settlements on behalf of the OMC.
7) To notify the insurers of interested parties as advised.
D – ESTATE MANAGEMENT
1) As instructed by the Directors to advise on maintenance and possible refurbishment programmes including fire safety and other equipment, for consideration by the OMC.
2) To arrange delivery of planned maintenance as decided by the OMC.
3) Conduct visual inspections to enable visible reactive repairs and renewals and other items where the planned maintenance is inadequate, and where issues are identified and raised by Directors.
4) To arrange delivery of unplanned maintenance and renewals as requested by the Directors.

5) Engage with contractors on the contracted services they are engaged to deliver.
6) Facilitate access to prospective contractors to the development to enable comprehensive tenders to be completed
7) To maintain the OMC's equipment inventory/asset register.
8) To keep safe any warranties or guarantees.

SCHEDULE II

Particulars of Services to be Provided

Part II

Procurement of Services on behalf of the OMC

This contains a list of additional services which may be required by an Owners Management Company. This list is not exhaustive and can be added to or amended to reflect the unique nature of each development.

This is **NOT** part of the property services agreement and is included by way of information. Prices in relation to any of these tendered services will be included in the OMC budget, if instructed.

1) Cleaning services for external and internal common areas
2) Window cleaning services both internally and externally in the common areas.
3) Grounds and landscaping maintenance services.
4) Periodic refuse collection and recycling services.
5) Servicing and maintenance for life & fire safety systems.
6) Servicing and maintenance for security systems.
7) Servicing and maintenance for electrical fittings and equipment.
8) Servicing and maintenance for mechanical fittings and equipment.
9) Vermin and pest control services.
10) Electrical and plumbing services including after hours emergency services
11) Servicing and maintenance of water and sewage pumps.
12) Servicing and maintenance of all electronic access gates/doors.
13) Accountant to prepare OMC's company accounts
14) Auditor to audit and certify the OMC's accounts.
15) Solicitor for legal representation.
16) Relevant professionals to assist in the identification of planned maintenance, refurbishment and improvement works and the sinking fund.
17) Relevant professionals to advise on reinstatement value for insurance purposes.
18) Health & Safety expert to advise on management, maintenance and inspections of complex.
19) Relevant professionals to advise on maintenance and renewal of mechanical and electrical equipment.
20) Financial advisor to advise on investment options for the OMC's funds, in particular the sinking fund.
21) Relevant professional to prepare Fire Safety Strategy & Management
22) Other (specify)

SCHEDULE II

Particulars of Services to be Provided

Part III

Emergency Services which may be required by the OMC on the common areas

The Agent provides a 24-hour, 7 day emergency service. The Agent supervises the emergency services for the OMC in the Common Area and wherever a Common Area is the source of a problem. Owners/Tenants are responsible for attending and supervising their own emergencies, but the Agent can assist by recommending reliable contractors where required.

Examples of an emergency situation is one such as a burst water tank or cylinder, burst pipe causing serious flooding, major electrical fault, fire, break-in or any other occurrence which represents a serious hazard, security risk or disruption to owners/tenants.

The Agent's emergency telephone number for outside normal office hours is 01-2008031 and is serviced by their engaged 3rd party call centre.

Description of Emergency Service Offered	Cost
Provision of Emergency Service Support per call answered basis where there is no requirement for escalation from call centre to property mgt team.	€30
Provision of Emergency Service Support per call answered basis but where there is a requirement for support to be extended by the Agent's property mgt team in addition to the initial call answering from the 3 rd party call centre.	€75

** Costs quoted above are subject to VAT at the current rate of 23%

Please note that the examples highlighted above are not exhaustive. Additional charges from the 3rd party providers engaged on behalf of the OMC such as Electricians, Plumbers etc will apply. These charges will be applied as directed by the OMC.

10) Advertising and Recruiting Owner Management Company Employees (<i>janitors, caretakers etc.</i>)	TBA
11) Pay wages and deal with PAYE/PRSI etc. where applicable.	TBA
12) Preparing requests for tenders/proposals for refurbishment, improvement and maintenance including liaising with professional and technical advisors (e.g. Engineers, Architects, Building Contractors) and reporting to the OMC. [<i>Specify relevant sinking fund expenditure items over the duration of the Agreement.</i>]	TBA
13) Project management of major renewals, refurbishment and new works.	TBA
14) Schedule maintenance visits by service personnel.	TBA
15) Deal with professional and technical advisors (<i>Engineers, Architects, Planners etc.</i>)	TBA
16) Facilitation to Insurance Companies on Risk Assessments & any follow up work	TBA
17) Liaise with Surveyors/Insurers on building re-instatement valuations for insurance purposes.	TBA
18) Deal with Local Authority and adjoining property owners (<i>incl. Planning Appeals</i>).	TBA
19) Health & Safety Statements, annual Health & Safety Certificates.	TBA
20) Dealing with car park management, regulations and breaches of covenants.	TBA
21) Advising on management and service charge structures for new developments.	TBA
22) Key-holding service to owners within managed developments.	TBA
23) Attend to legal matters including court appearances.	TBA
24) Attending on behalf of the OMC at Legal Proceedings/Dispute Resolution/Court.	TBA
25) Debt Collection from appointment of 3 rd party Agent to Court Attendance	TBA
26) Other (Specify)	TBA

Other services where the costs to be borne by third parties	Cost
1) Preparing response to Pre-Contract MUD replies – the cost which the Agent will charge to third parties.	€250

** Costs quoted above are subject to VAT at the current rate of 23%

SCHEDULE III

Records to be kept by the Agent in respect of this Agreement

1. Contact Details for: (inc: Telephone Numbers/Address/Fax/e-mail)

- List of Client Company Directors
- List of Client Committee Members
- All Client Members' Correspondence Address
- Client Solicitor Details
- Auditors (independent auditor for Client)
- Client Bankers & relevant account details
- Client Insurance Broker & company
- Developer of the Site
- Main Building Contractor
- Electricity Account Numbers/s & MPRN's
- Telephone Account Numbers(*if applicable*)

2. Legal:

- Client's Memorandum & Articles of Association
- Title Documents
- Copy Members Counterpart Leases
- Service Charges Apportionments
- Schedule of Areas if applicable to Service Charge Apportionments
- Share Certificate for Client
- Management Company Stamp or Seal
- List of all recent Disposals/Transfers and file of correspondence.
- Sample copy of Share / Membership Certificate.
- Current copy of House Rules.
- Companies Register – Change of Registered Company Address
- Register of Members/ Share register
- Company Secretarial File
- Directors Minutes book
- Annual General Meeting & Extraordinary General Meeting Minutes

3. Service Charges Account

- Full debtor history for all individual unit owners
- List of all individual owners names/addresses/telephone numbers
- Report list of all Service Charge demands raised in current Financial Year
- Report List of all Debtors and Outstanding monies due.
- List of all service charges paid on closure (*if applicable*)
- Report List of all Debtors referred to Solicitors &/or Legal Action & contacts details of solicitors.
- List of Members paying by Periodic Payment options i.e. Direct Debit, Standing Order and payment schedules.

4. Financial and Accounts

- Approved Budget for current year.
- Expenditure for current year. (actuals to date)
- Monthly reconciliation of bank accounts. (to date)
- Cheque books and lodgement books
- Current creditors listing
- Audits and Audited Accounts (last 6 years)
- Files of Bank Statements, Invoices, Credit Control, etc
- Details of all accounts receivable via Direct Debits & SO's
- Details of all accounts payable via Direct Debits & SO's

5. List of all Creditors and Tel Nos: (ie. Contractors, Utilities, Insurers, etc.

- List of all creditors to include contact details, current statements of account, copy invoices details of any disputed charges.

6. Suppliers Information

- Suppliers Name & Service Provided
- Suppliers Address
- Suppliers Contact Information
- Copy of Supplier Contracts
- Copy of Supplier Correspondence

7. Insurance/s

- Current Policy Documents, Schedules, Pay plans, etc
- Current List of all members with 'Interest' in Current Policy.
- Current list of pending Insurance Claims or Reported Incidents
- Claims History for past 3-5 years.
- Notices of exclusions and/or outstanding improvement reports.
- Latest Reinstatement Valuation
- Latest Risk Prevention Report from Insurers
- Details of any material item that may affect/invalidate the current insurance policy

8. Health & Safety

- Safety Statement Copy.
- Record of Incidents/Accidents/Reports.
- Listed corrective actions or HSA notices.
- Fire Safety Certificate Application Documentation
- Any Inspections, surveys or certificates issued since completion of the estate

9. Security

- Security Codes
- Record of Security Incidents/Reports.

- Details of Local Garda and Community Officer
- CCTV Systems, Maintenance and Operating Instructions.
- Keys Management Systems *(if applicable)*
- Security Guarding or Patrols Contractor *(if applicable)*

10. Employment for staff/caretaker/security by Mgt Company *(if applicable)*

- List all direct employees, addresses, tel nos:
- Copies of Job Description/s and Employment Contract/s.
- HR files for employees.
- Any Pension rights/arrangements.
- PRSI/PAYE returns copies or file.

11. Technical Facilities Files

- Any outstanding Snagging Items/Lists and Identified Building Defects *(if applicable)*
- List of Planned Preventative Maintenance Programmes *(if applicable)*
- Critical Maintenance and Operational items listed. *(if applicable)*
- Copy of Fire Certificate for building/s
- Fire Commissioning Documents/Certificates at Practical Completion.
- Copy of Sinking Fund Projects information (in-progress &/or planned)
- Copy of Home Bond Certificate or 'other' for building/s. *(if applicable)*
- Asset register for the buildings
- Life Cycle Report for the buildings

12. Communications with/for Management Company.

- All correspondence with directors during period of management to include electronic correspondence (e-mail)
- All reports issued to the Board of Directors
- All circulars and notices issued to members
- All correspondence, electronic or otherwise with members
- All notes or minutes of meetings or conversations with members or directors
- All correspondence or instructions (electronic or otherwise) issued to service providers, agents or contractors of the OMC
- All correspondence received for and on behalf of the OMC

13. Master Keys Set & Access Devices to Doors, Gates, Plant rooms, etc.

14. Master 'Card' identifier for specialised restricted keys duplication & suites, 'card' or authority letters to be handed to new Managing Agent.

15. List of key access codes to Gates, Doors, etc (if applicable)

16. Purchase/Handover of duplication of keys stock or access devices for holding by Managing Agent.