

SGN5 with respect to relevant time periods states, *"Unless there is any particular requirement to measure day-time noise levels (i.e. complaint during these periods) it may be useful to filter out all data except that measured between 2300 and 0400 when competing noise (including early morning birdsong and traffic) would be at a minimum... Measurements should be undertaken in downwind conditions unless there is a specific requirement to measure in other wind directions (i.e. complaint during cross wind conditions), all data except that corresponding to such conditions should be filtered out."*

Similar methodologies and assessment procedures were considered in this report.

3.0 MEASUREMENT LOCATIONS AND INSTRUMENTATION

Noise level meters were deployed at three locations within the curtilage of three neighbouring residential properties to be representative of the dwelling, whilst attempting to minimise the influence from background noise levels.

Rainfall and wind speed were concurrently measured. The noise level meters were installed on 3 December 2024 and removed on 13 January 2025, permitting in the region of 6,000 separate 10 min measurement periods.

Table 1 presents the approximate location where noise level measurements were undertaken, and details of the meters used:

Table 1: Co-ordinates of noise monitoring locations

ID	Equipment	ITM Co-ordinates	
		X	Y
NML1	Larson Davis 821 Sound Level Meter HOBO rain gauge	692260	650169
NML2	Larson Davis 821 Sound Level Meter	692773	649045
NML3	Larson Davis 821 Sound Level Meter	693566	650179

Hub height wind speed and direction data was provided by the wind farm operator for the period of monitoring, taken from the nacelle mounted anemometers for the Castledockrell Wind Farm turbines. The following data processing was undertaken:

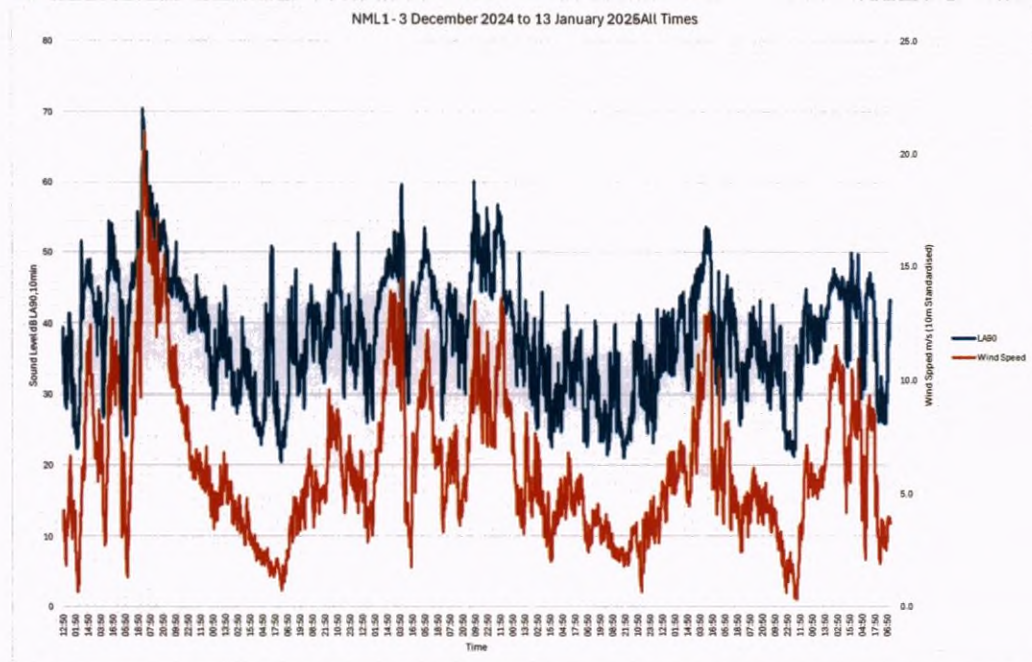
- The relationship between measured ambient noise levels and wind data was determined
- All periods of rainfall were filtered out.
- Data between 23:00 to 04:00 was considered, reducing the likelihood of extraneous noise sources affecting data (e.g. early morning birdsong and traffic).
- Data within 45 degrees either side of directly downwind for the monitoring location was included – this differs per monitoring location. It should be noted that, downwind is present across a number of wind directions, therefore expanding the 'arc' of included data.
- Measurements were corrected for the influence of background noise levels (as previously presented within the recent Environmental Statement) by subtracting the background noise level in the manner prescribed in page 88 of ETSU-R-97.

The measurement locations are presented within Appendix B.

4.0 MEASURED NOISE LEVELS

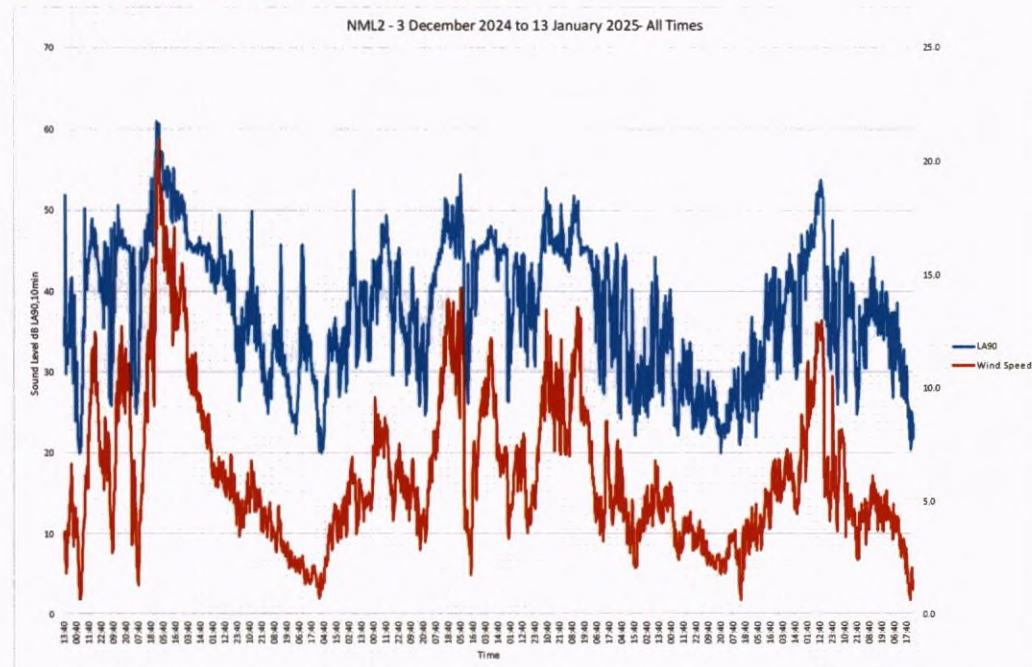
All of the measured noise levels and wind speeds are provided in Figures 2 - 5 below.

Figure 2: All Measured Levels – NML1 – All data



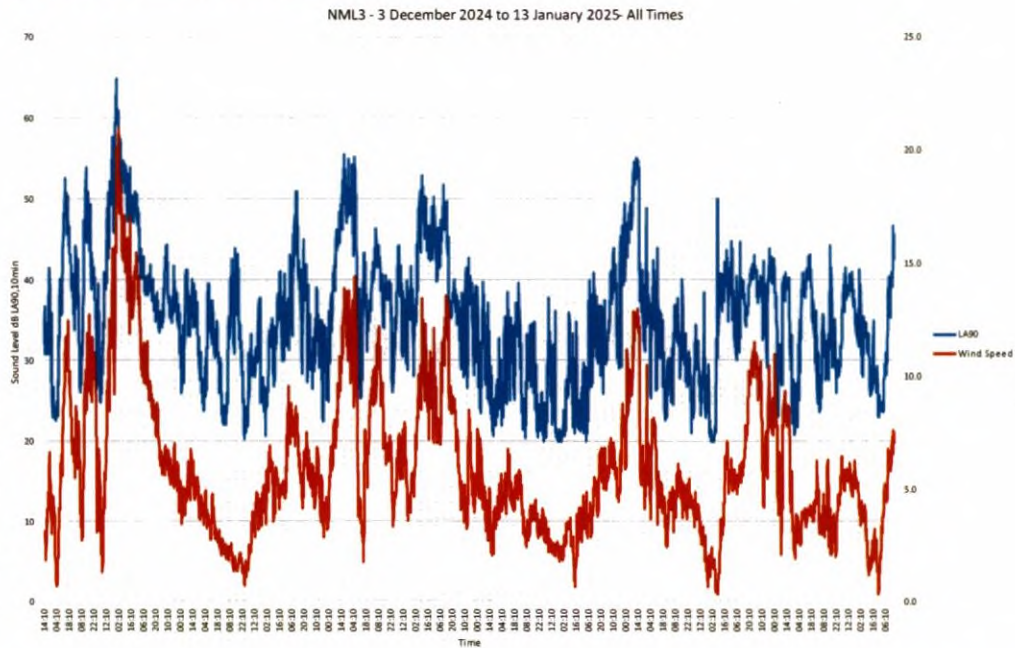
It can be seen from Figure 2 that the measured noise levels followed a similar pattern to that of wind speed.

Figure 3: All Measured Levels – NML2 – All data



It can be seen from Figure 3 that the measured noise levels followed a similar pattern to that of wind speed.

Figure 4: All Measured Levels – NML3 – All data



It can be seen from Figure 4 that the measured noise levels followed a similar pattern to that of wind speed.

5.0 BACKGROUND NOISE LEVELS

Background noise level measures as presented within the recent Environmental Statement for receptor H15 have been relied upon. The measured night-time background noise levels relative to a 10m standardised height are presented in Table 2 below.

Table 2: Derived Night-time Background Levels

Wind Speed @ 10m AGL (m/s)	Night-time $L_{A90,dB}$
4	31.6
5	33.0
6	35.2
7	37.9
8	40.9
9	43.8
10	46.2
11	47.5
12	46.9

6.0 DATA PROCESSING

Data analysis was conducted on the noise measurement data:

- Only data where the wind farm was operational was included
- Data for all hours, between the hours of 23:00 and 07:00 and 23:00 and 04:00 was considered
- Only data within 45 degrees either side of directly downwind of each monitoring location was included within the downwind charts. It should be noted that given the nature of the noise monitoring locations, downwind is present across a number of wind directions, therefore expanding the 'arc' of included data.
- Only data where rainfall was not registered was included

Taking into consideration the above exclusions, this reduced the available data set to that as presented in Table 3.

Table 3: Resultant Data Set

Location	Remaining data points	Downwind Direction (blowing from)
NML1	781	15° to 265°
NML2	580	225° to 90°
NML3	543	175° to 275°

The resultant data sets for the noise monitoring locations are presented below.

7.0 AMPLITUDE MODULATION - NML1

Figure 5 below shows the AM penalty, wind speed and direction for all of the points within the measured noise levels. Figure 6 shows the AM penalties applicable to the night-time only hours. Figure 7 shows the AM penalty applicable to the 23:00 to 04:00hrs downwind data set identified in Table 3 above.

Figure 5: IOA RM results – All Data – NML1

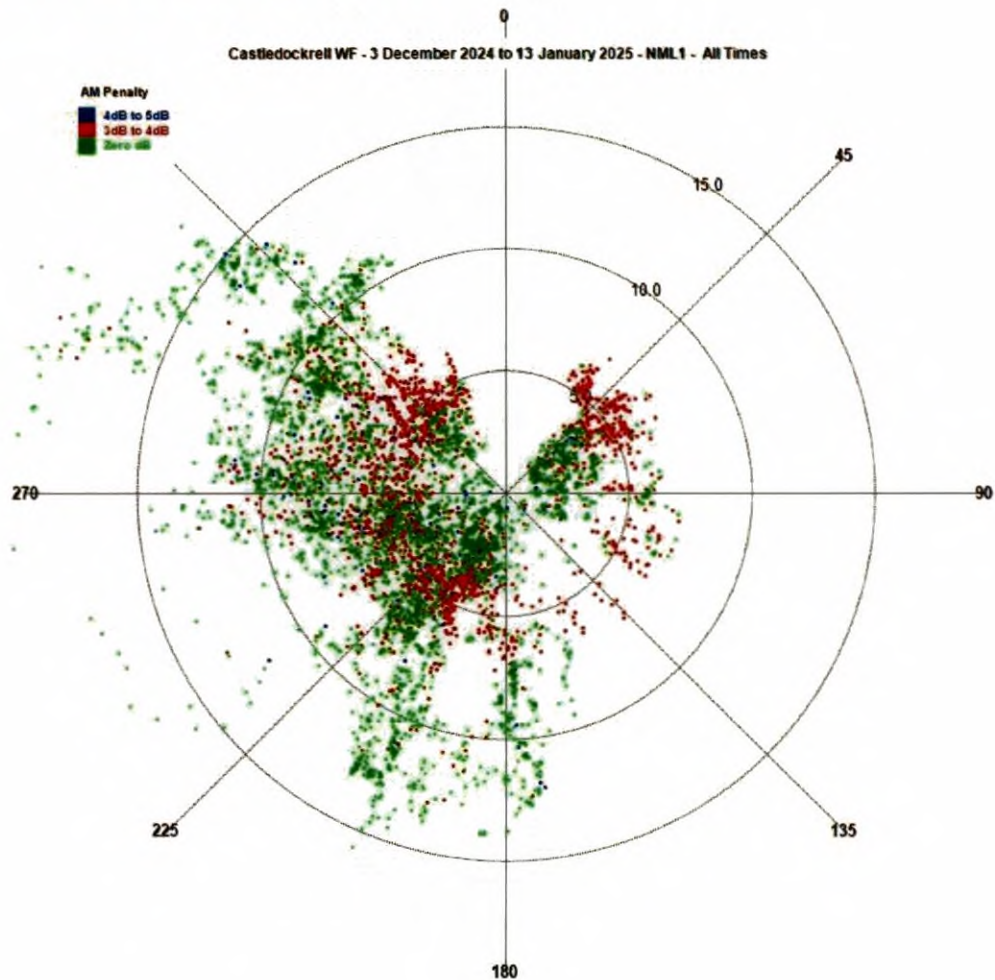


Figure 6: IOA RM results – Night-time (23:00 to 07:00hrs) – NML1

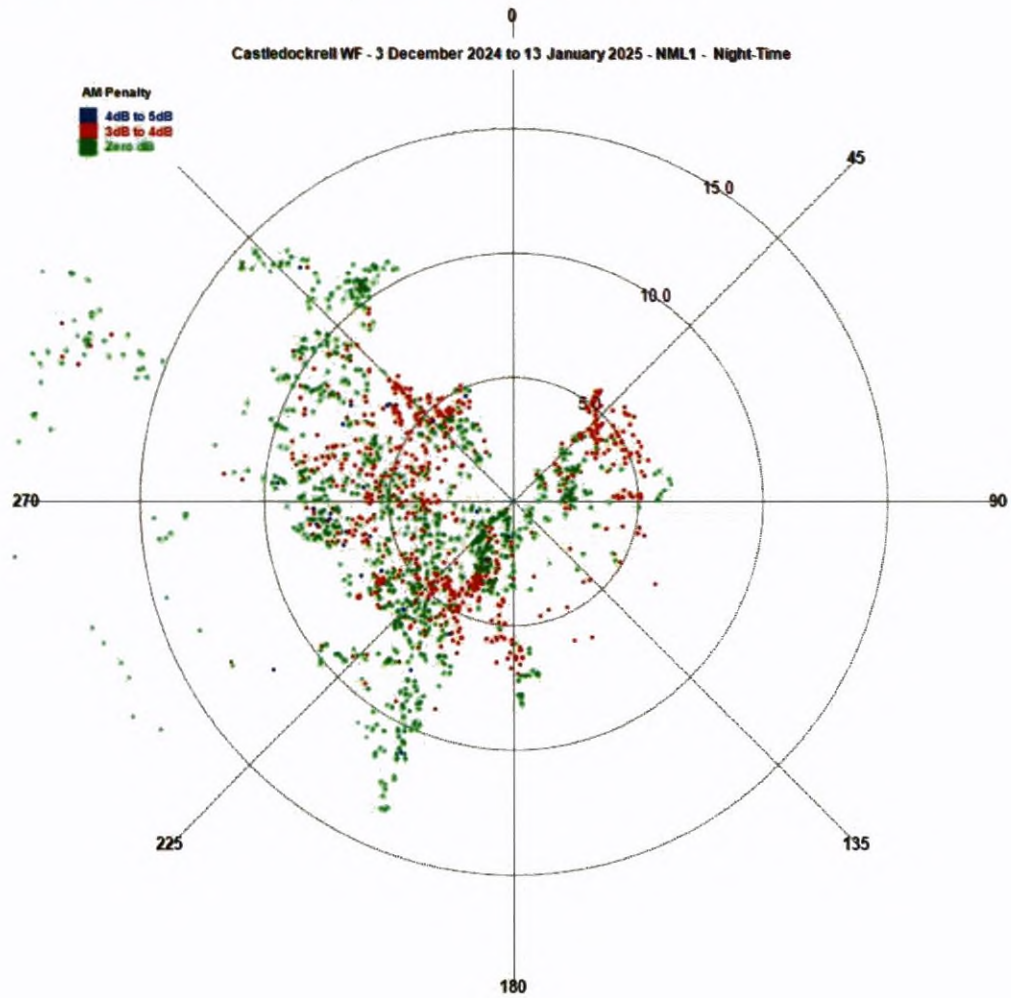
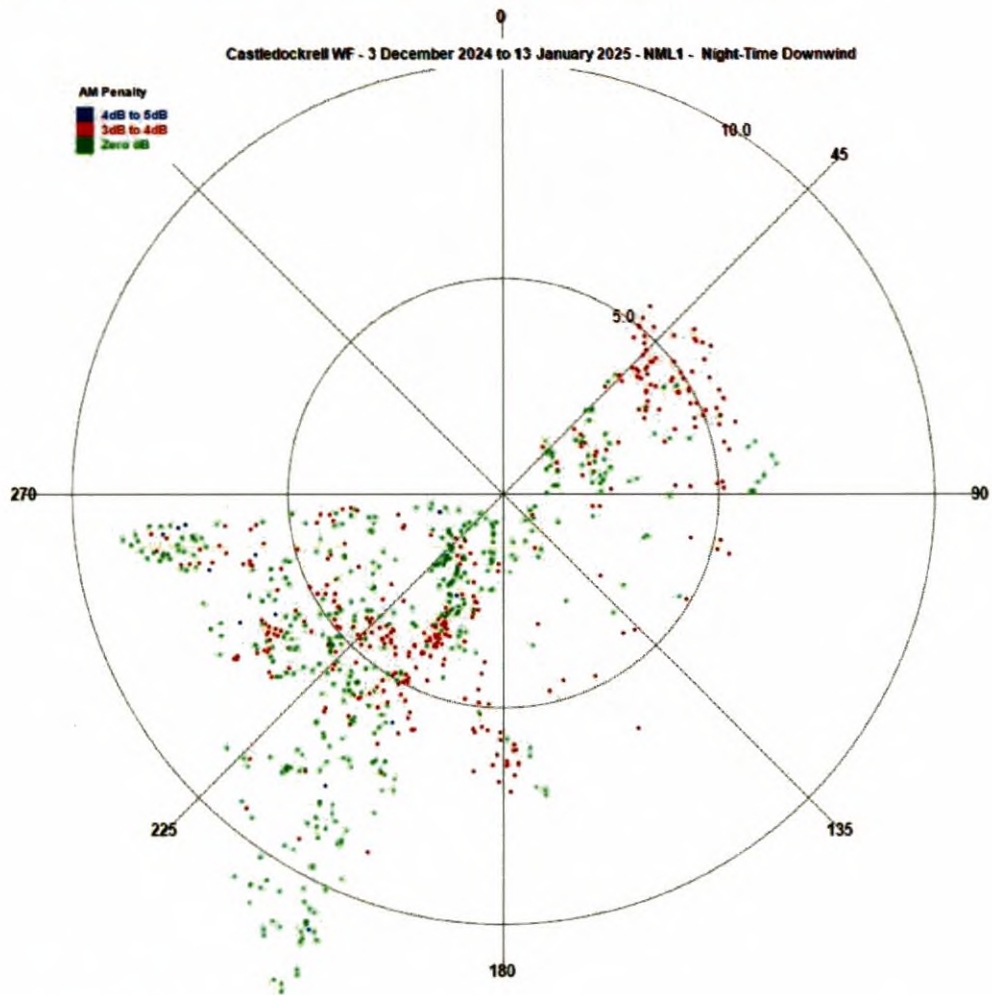


Figure 7: IOA RM results – Night-time Downwind (23:00 to 04:00hrs) – NML1



7.1 Discussion

Figures 5 to 7 above show that for the majority of time, no AM penalty is required. Where AM is present, predominantly it only triggers the lower end of the AM penalty scale. The main AM occurrences are at the lower wind speeds, where there is significant headroom under the WEDG06 fixed limit of 43 dB(A). There is less occurrence of AM during the night-time hours, suggesting that a number of the daytime occurrences of AM are triggered by extraneous noise sources.

8.0 AMPLITUDE MODULATION - NML2

Figure 8 below shows the AM penalty, wind speed and direction for all of the points within the measured noise levels. Figure 9 shows the AM penalties applicable to the night-time only hours. Figure 10 shows the AM penalty applicable to the 23:00 to 04:00hrs downwind data set identified in Table 3 above.

Figure 8: IOA RM results – All Data – NML2

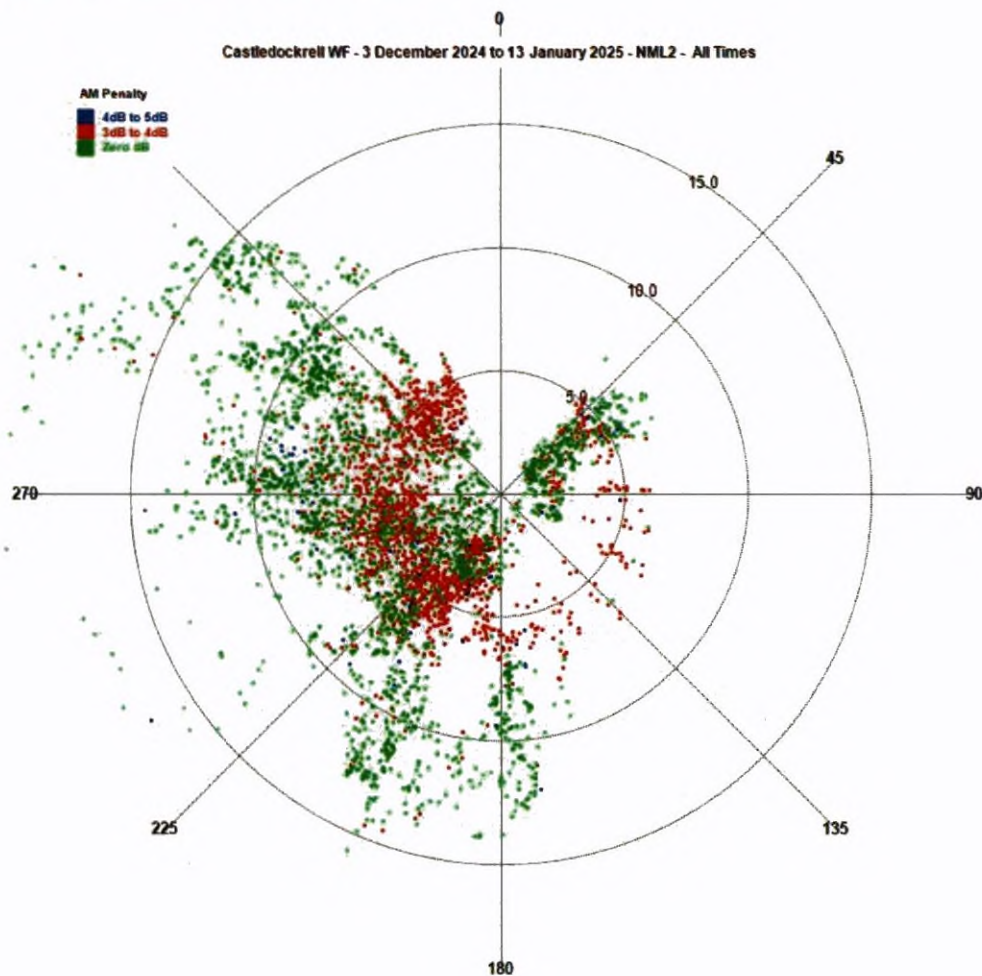


Figure 9: IOA RM results – Night-time (23:00 to 07:00hrs) – NML2

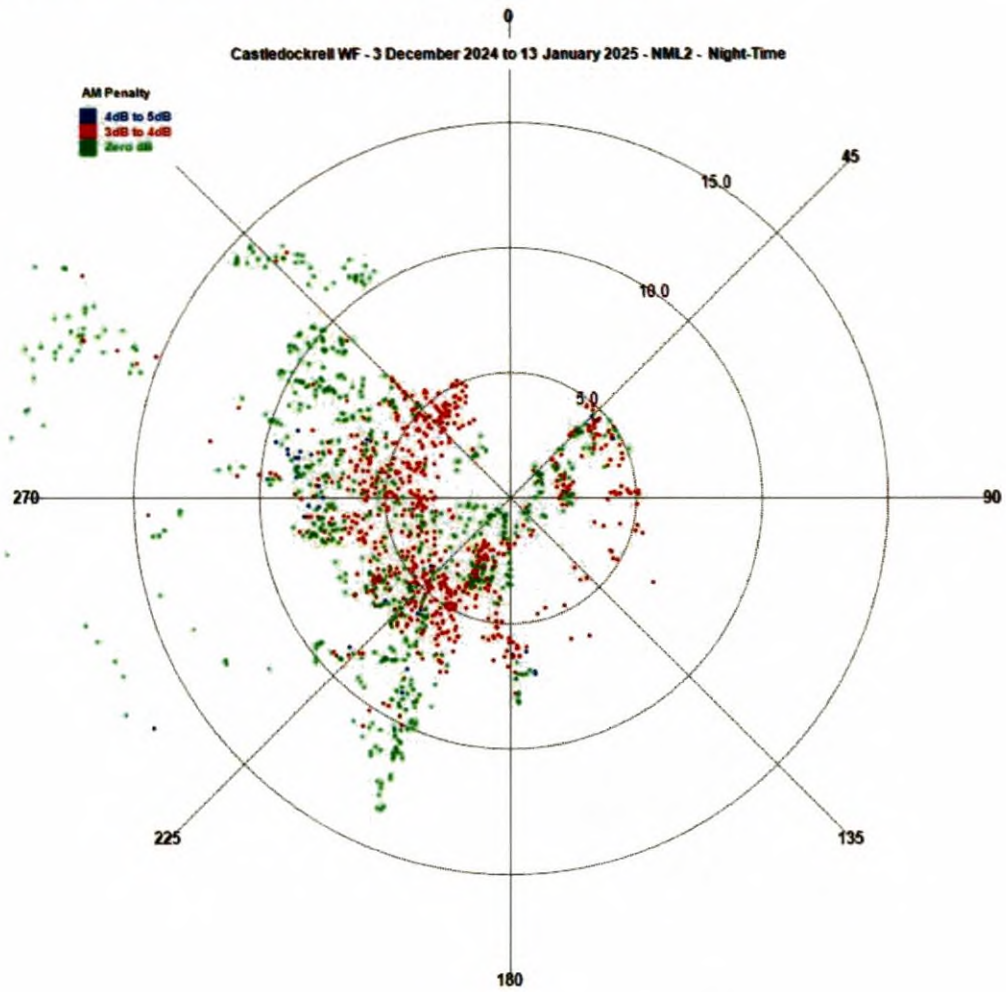
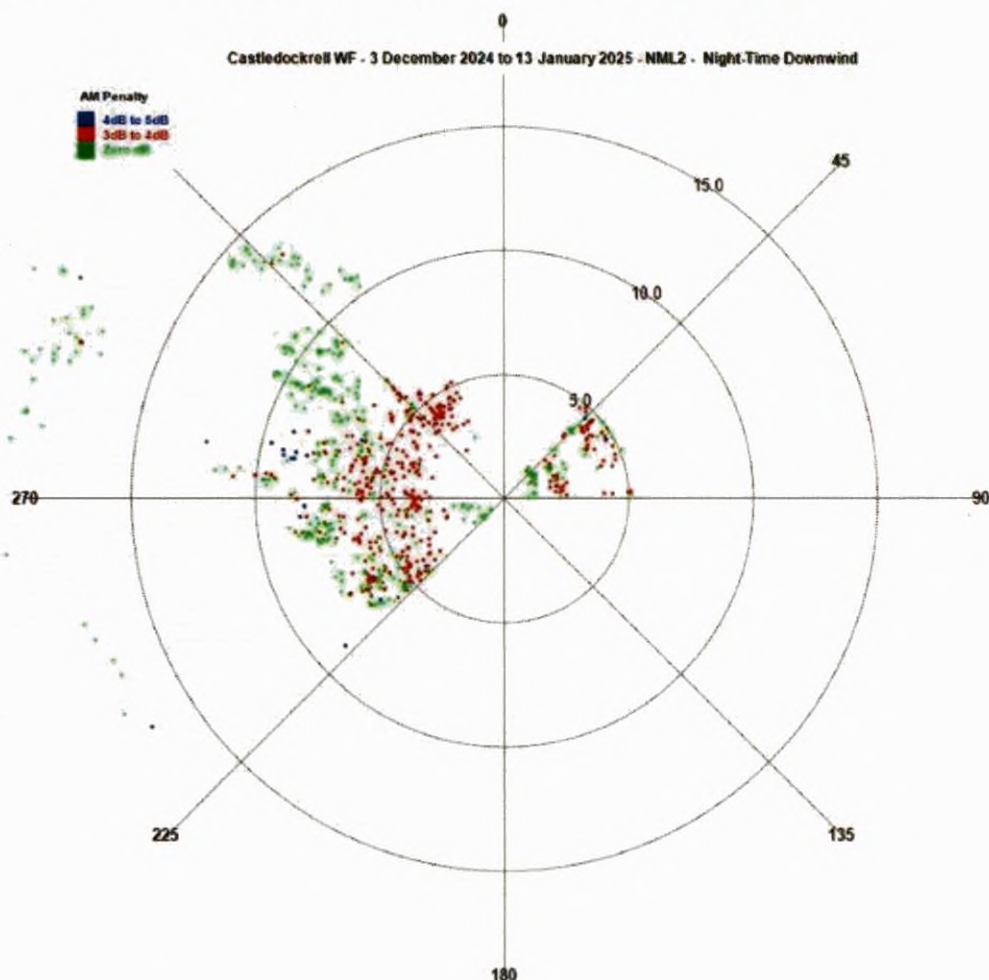


Figure 10: IOA RM results – Night-time Downwind (23:00 to 04:00hrs) – NML2



8.1 Discussion

Figures 8 to 10 above show that for the majority of time, no AM penalty is required. Where AM is present, predominantly it only triggers the lower end of the AM penalty scale. The main AM occurrences are at the lower wind speeds, where there is significant headroom under the WEDG06 fixed limit of 43 dB(A). There is less occurrence of AM during the night-time hours, suggesting that a number of the daytime occurrences of AM are triggered by extraneous noise sources.

9.0 AMPLITUDE MODULATION - NML3

Figure 11 below shows the AM penalty, wind speed and direction for all of the points within the measured noise levels. Figure 12 shows the AM penalties applicable to the night-time only hours. Figure 13 shows the AM penalty applicable to the 23:00 to 04:00hrs downwind data set identified in Table 3 above.

Figure 11: IOA RM results – All Data – NML3

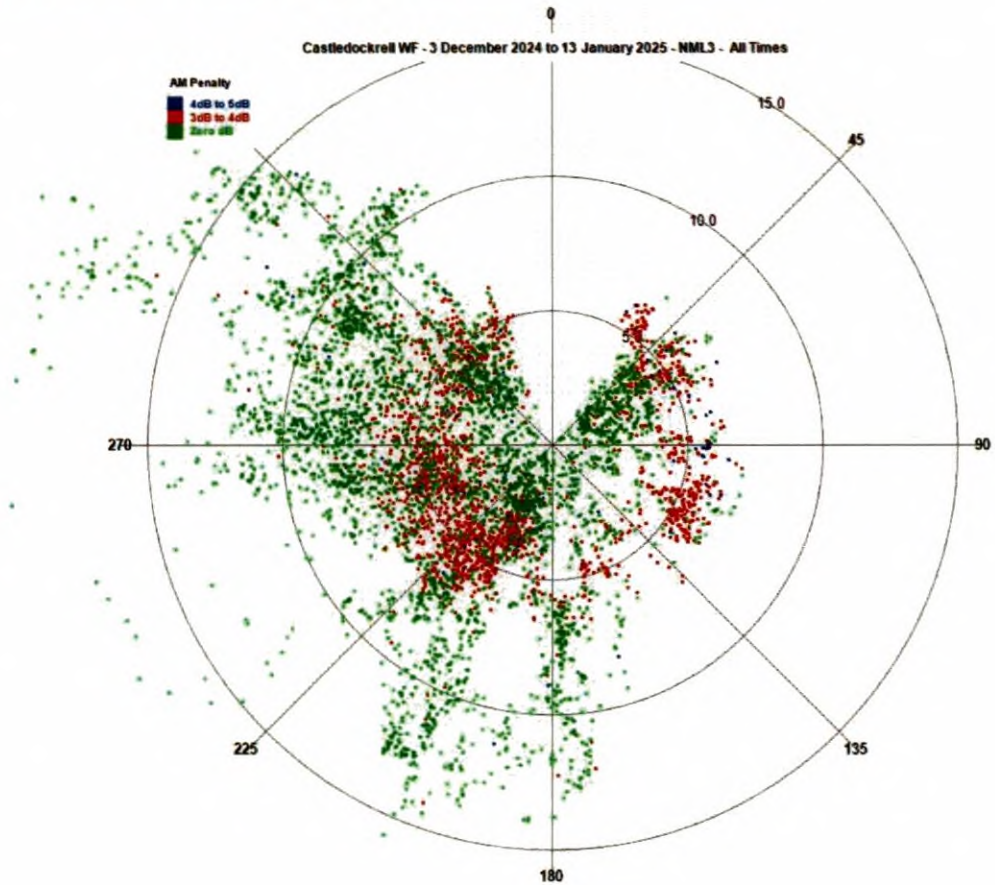


Figure 12: IOA RM results – Night-time (23:00 to 07:00hrs) – NML3

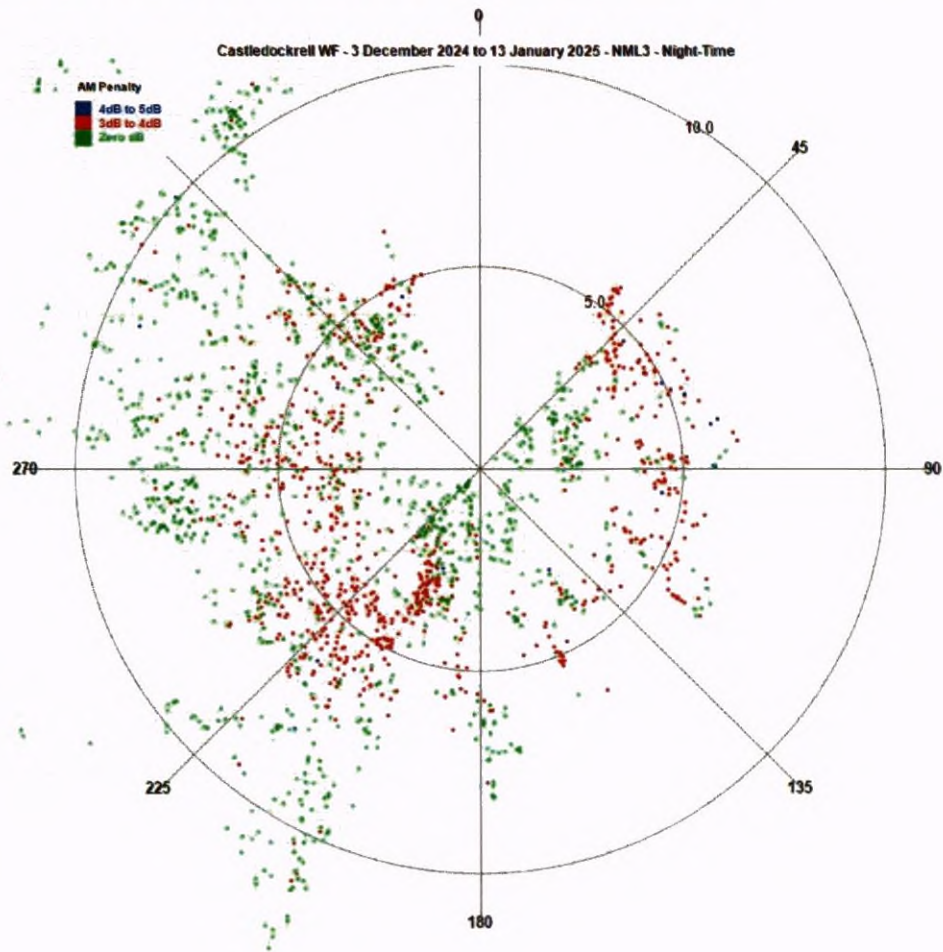
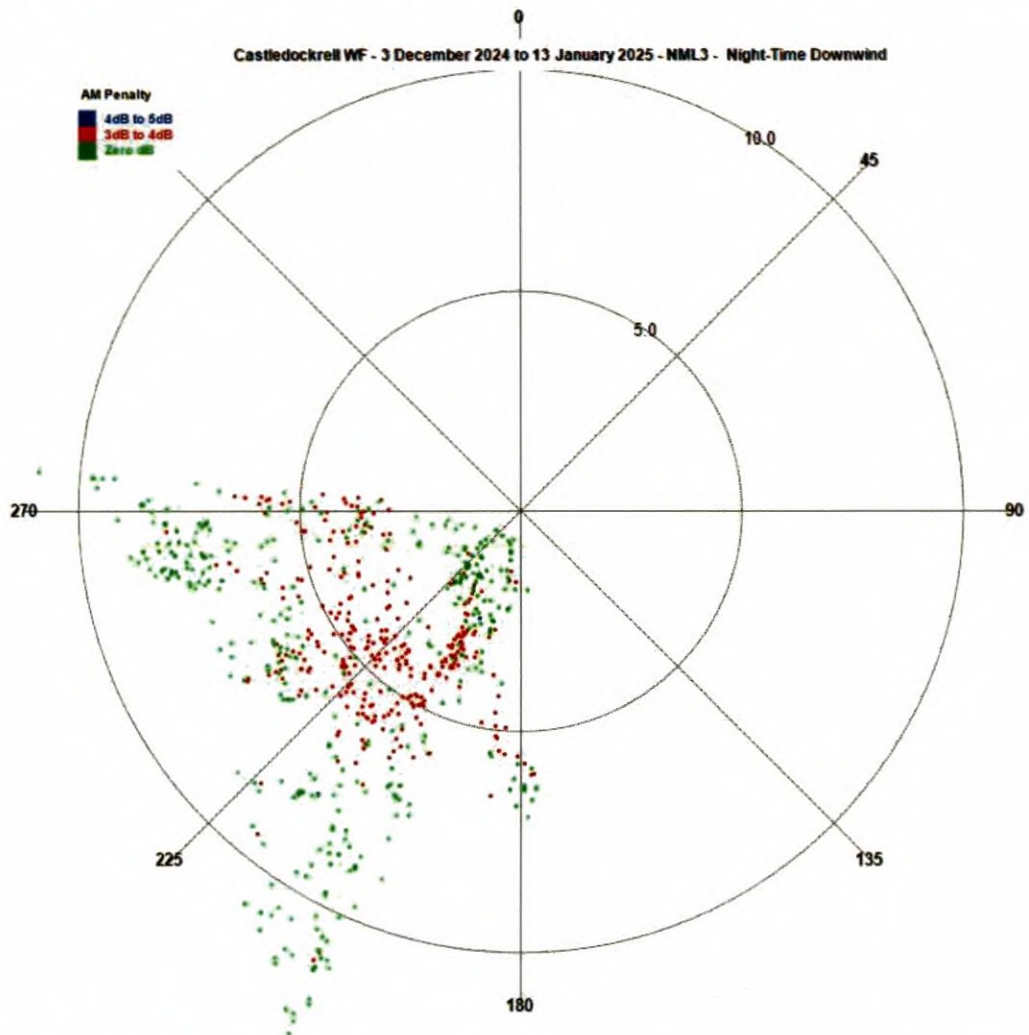


Figure 13: IOA RM results – Night-time Downwind (23:00 to 04:00hrs) – NML3



9.1 Discussion

Figures 11 to 13 above show that for the majority of time, no AM penalty is required. Where AM is present, predominantly it only triggers the lower end of the AM penalty scale. The main AM occurrences are at the lower wind speeds, where there is significant headroom under the WEDG06 fixed limit of 43 dB(A). There is less occurrence of AM during the night-time hours, suggesting that a number of the daytime occurrences of AM are triggered by extraneous noise sources.

10.0 RATED TURBINE NOISE LEVEL

The monitoring from the site was based on the overall measured L_{A90} noise level and the applicable AM penalty as identified above.

Figures 5 to 13 present all of the measured levels, but Table 3 presents the range 4 to 12m/s. This range is considered sufficient within ETSU-R-97⁶, which states in its Executive Summary:

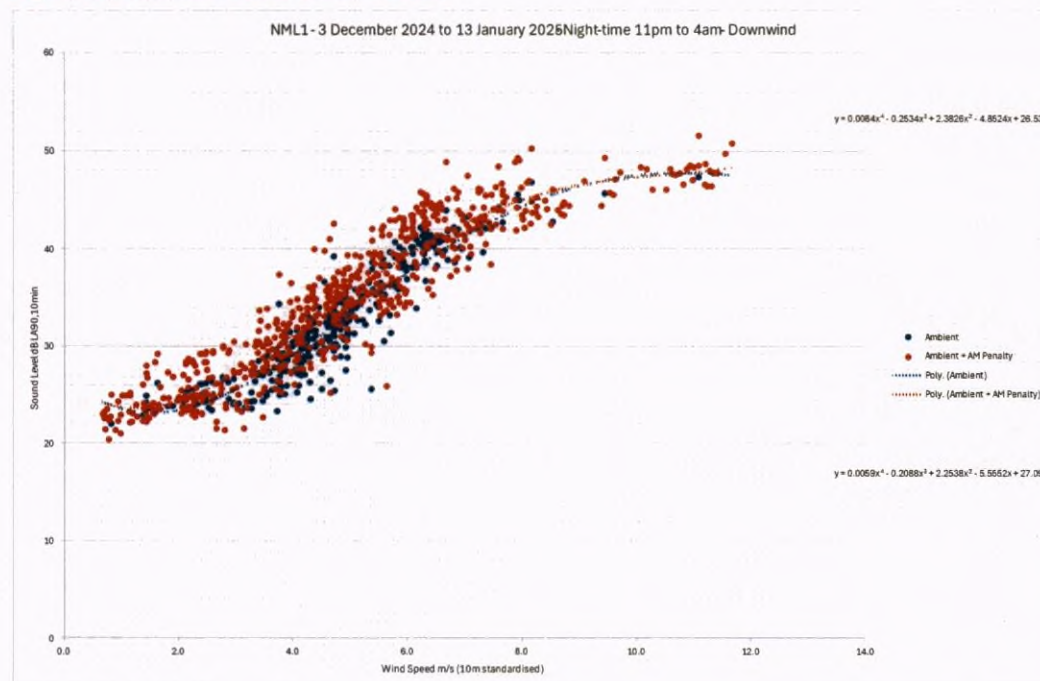
10. The Noise Working Group is of the opinion that one should only seek to place limits on noise over a range of wind speeds up to 12m/s when measured at 10m height on the wind farm site. There are four reasons for restricting the noise limits to this range of wind speed:

- Wind speeds are not often measured at wind speeds greater than 12m/s at 10m height
- Reliable measurements of background noise levels and turbine noise will be difficult to make in high winds
- Turbine manufacturers are unlikely to be able to provide information on sound power levels at such high wind speeds for similar reasons
- If a wind farm meets noise limits at wind speeds lower than 12m/s it is most unlikely to cause any greater loss of amenity at higher wind speeds

The IOA AMWG related directly back to the limit levels within ETSU-R-97 and it is our experience that noise impact assessments for planning compliance relate to wind speeds up to 12m/s, for a 10m standardised wind speed.

Figures 14 to 16 present measured ambient noise levels at the NMLs considering only dry, downwind and night-time (23:00 to 04:00hrs) criteria.

Figure 14: Measured Noise Levels – NML1



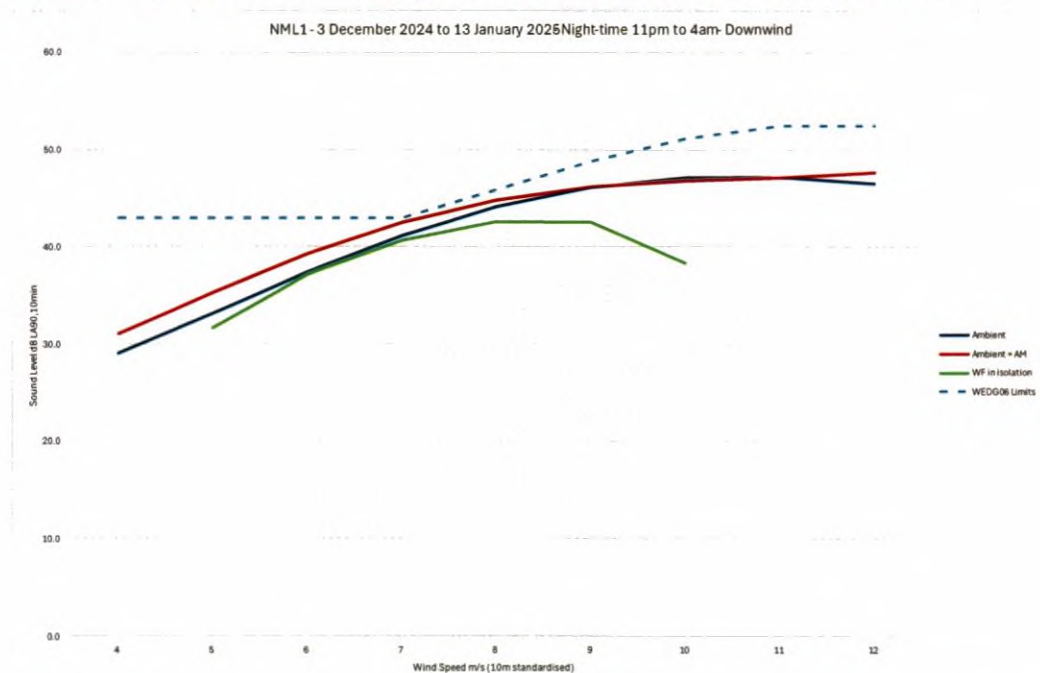
⁶ The Assessment and Rating of Noise From Wind Farms, Final Report, September 1996

Table 4: NML1 – Measured Levels

Wind Speed m/s	Total measured noise level $L_{A90,dB} +$ AM Penalty	Total measured noise level $L_{A90,dB}$	Difference in Measured Level for AM penalty	Background noise level $L_{A90,dB}$	Calculated operational noise level $L_{A90,dB}$, inc AM penalty	Planning Condition Limits	WEDG06 Limits
4	31.2	29.1	2.1	31.6	-		43.0
5	35.4	33.3	2.2	33	31.7	38.0	43.0
6	39.3	37.4	1.9	35.2	37.2		43.0
7	42.6	41.2	1.4	37.9	40.8		43.0
8	44.9	44.2	0.7	40.9	42.6	43.0	45.9
9	46.2	46.2	0.1	43.8	42.6		48.8
10	46.9	47.1	0.0	46.2	38.4		51.2
11	47.2	47.2	0.0	47.5	-		52.5
12	47.7	46.5	1.2	46.9	40.0		52.5

It is noted that the background noise level is higher than the 'Total measured noise level $L_{A90,dB} +$ AM Penalty' at 4 and 11 m/s wind speeds, thus all can be confirmed at these wind speeds is that Castledockrell WF is not having a significant impact to the measured noise levels.

Figure 15: Night-time Measured Noise Levels - Downwind Only (23:00 to 04:00hrs) – NML1



It can be seen that the corrected for background influence measured noise levels plus the AM penalty is below the WEDG06 limits across all wind speeds.

Figure 16: Measured Noise Levels – NML2

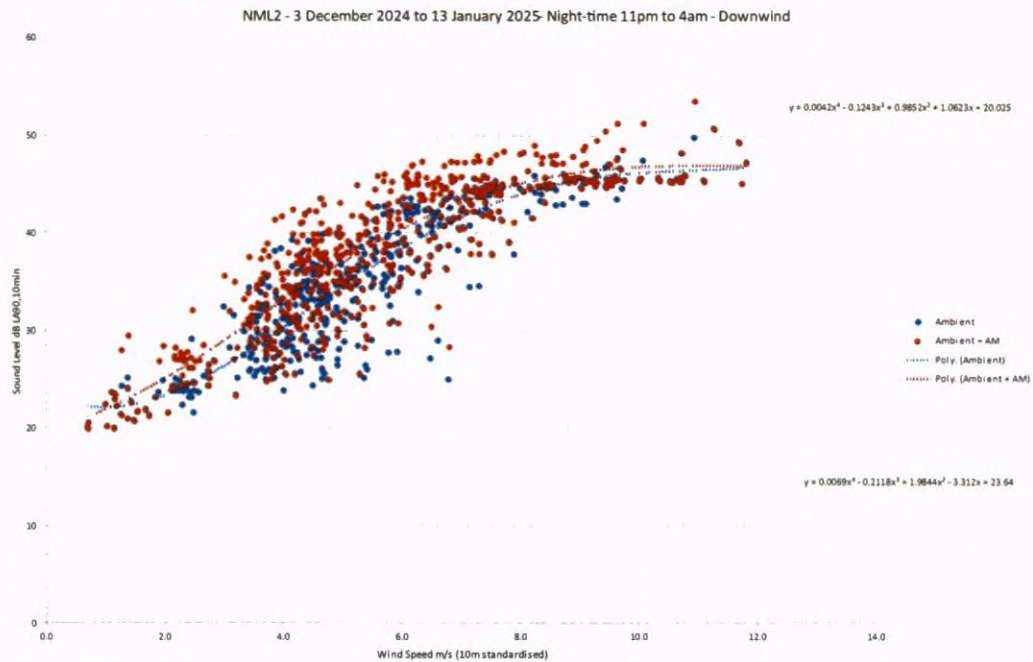


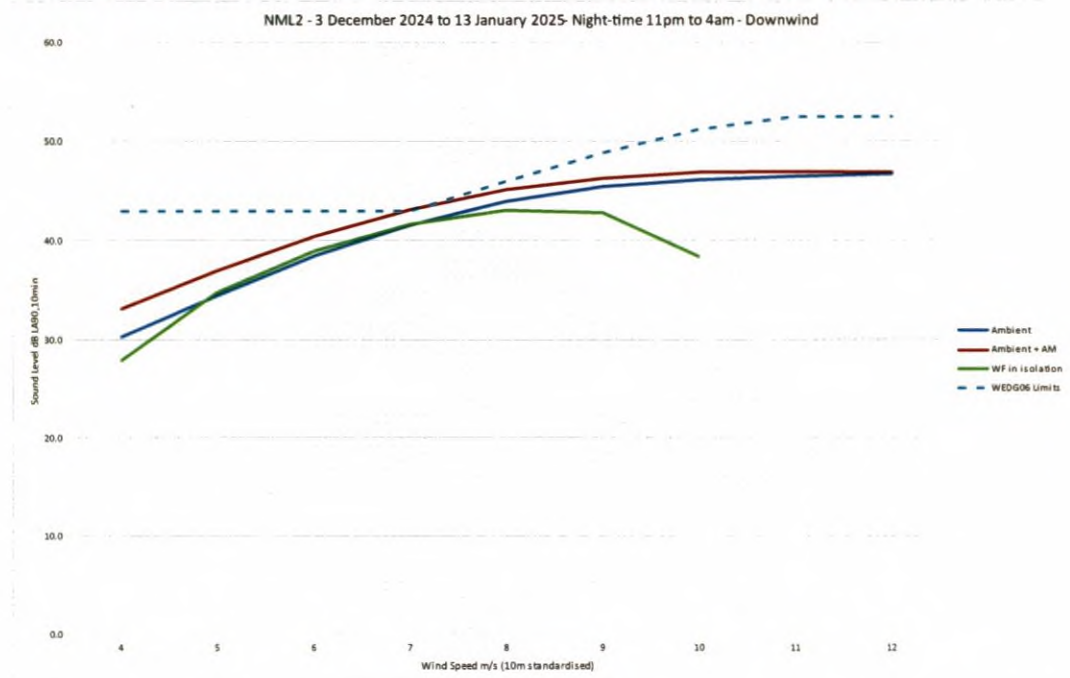
Table 5: NML2 – Measured Levels

Wind Speed m/s	Total measured noise level LA90,dB + AM Penalty	Total measured noise level LA90,dB	Difference in Measured Level for AM penalty	Background noise level LA90,dB	Calculated operational noise level LA90,dB, inc AM penalty	Planning Condition Limits	WEDG06 Limits
4	33.2	30.4	2.8	31.6	27.9		43.0
5	37.1	34.5	2.5	33	34.9	38.0	43.0
6	40.5	38.4	2.1	35.2	38.9		43.0
7	43.2	41.6	1.6	37.9	41.7		43.0
8	45.1	44.0	1.2	40.9	43.1	43.0	45.9
9	46.3	45.4	0.9	43.8	42.8		48.8
10	46.9	46.2	0.7	46.2	38.4		51.2
11	47.0	46.4	0.5	47.5	-		52.5
12	46.9	46.7	0.2	46.9	26.8		52.5

It is noted that the background noise level is higher than the 'Total measured noise level LA90,dB + AM Penalty' at 11 m/s wind speed, thus all can be confirmed at these wind speeds is that Castledockrell WF is not having a significant impact to the measured noise levels.

It is noted that there is a minor exceedance (0.1dB) of the 43.0 dB LA90 8m/s planning condition noise limit, though compliance with the WEDG06 limits across all wind speeds is demonstrated.

Figure 17: Night-time Measured Noise Levels - Downwind Only (23:00 to 04:00hrs) – NML2



It can be seen that the corrected for background influence measured noise levels plus the AM penalty is below the WEDG06 limits across all wind speeds.

Figure 18: Measured Noise Levels – NML3

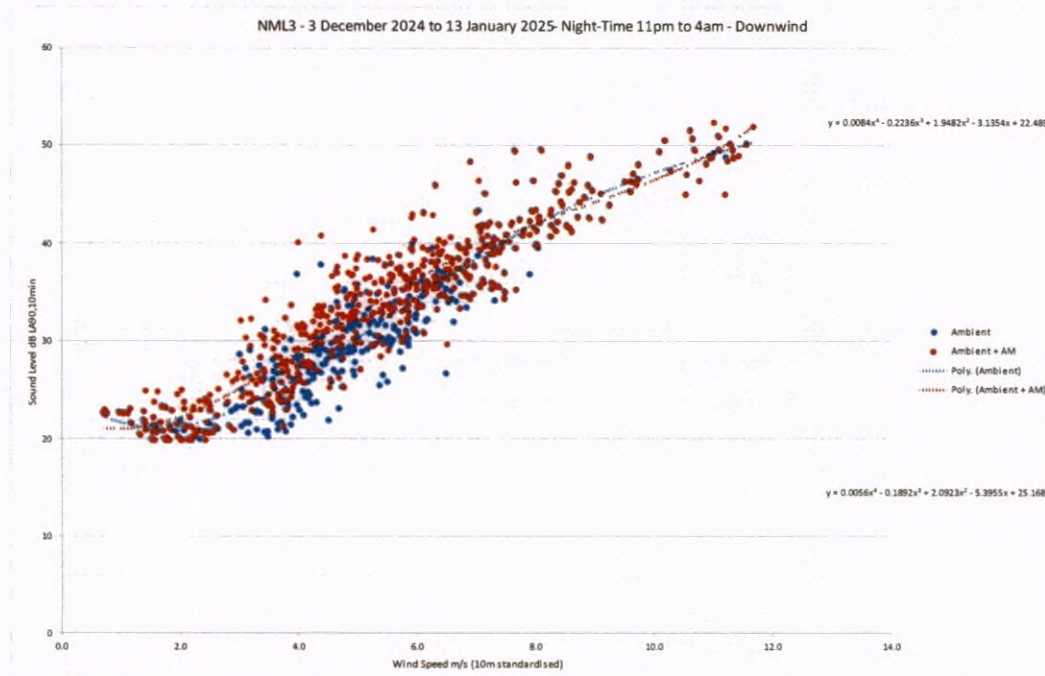
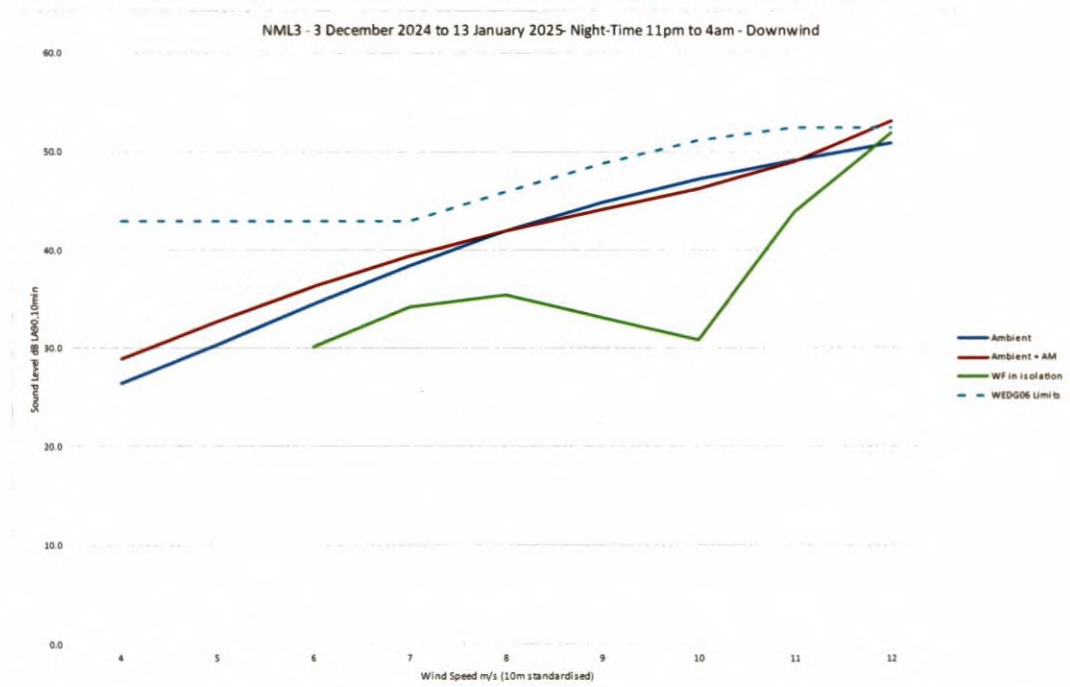


Table 6: NML3 – Measured Levels

Wind Speed m/s	Total measured noise level LA90,dB + AM Penalty	Total measured noise level LA90,dB	Difference in Measured Level for AM penalty	Background noise level LA90,dB	Calculated operational noise level LA90,dB, inc AM penalty	Planning Condition Limits	WEDG06 Limits
4	28.9	26.4	2.6	31.6	-		43.0
5	32.8	30.3	2.5	33.0	-	38.0	43.0
6	36.4	34.5	1.9	35.2	30.2		43.0
7	39.5	38.5	1.0	37.9	34.2		43.0
8	42.0	42.0	0.0	40.9	35.5	43.0	45.9
9	44.2	44.9	0.0	43.8	33.1		48.8
10	46.3	47.2	0.0	46.2	30.9		51.2
11	49.1	49.2	0.0	47.5	43.9		52.5
12	53.2	50.9	2.3	46.9	52.0		52.5

It is noted that the background noise level is higher than the 'Total measured noise level LA90,dB + AM Penalty' at 4 and 5 m/s wind speeds, thus all can be confirmed at these wind speeds is that Castledockrell WF is not having a significant impact to the measured noise levels.

Figure 19: Night-time Measured Noise Levels - Downwind Only (23:00 to 04:00hrs) - NML3



It can be seen that the corrected for background influence measured noise levels plus the AM penalty is below the WEDG06 limits across all wind speeds.

11.0 CONCLUSION

The procedures in the WEDG06, ETSU-R-97, IOA, DECC and IEC guidance documents are the best methodologies currently available. Castledockrell Wind Farm was consented to be operating in line with these documents.

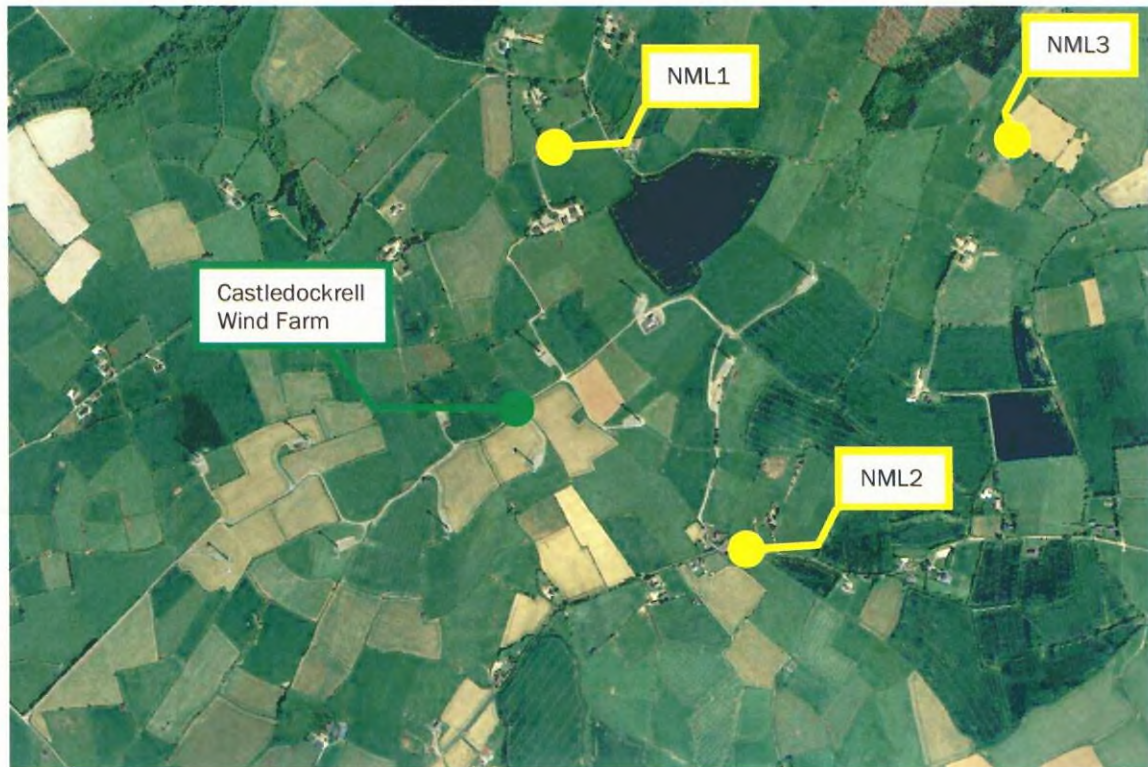
Castledockrell Wind Farm complies with the noise limits within the WEDG06 guidelines and the suggested planning conditions from Wexford County Council.

It should be recognised that all wind farms produce AM (to varying degrees) and Castledockrell Wind Farm is not unique in presenting measured occurrences of AM. At Castledockrell Wind Farm, when the penalty for the measured occurrences of AM is considered, compliance with the noise limits within the WEDG06 guidelines and the suggested planning conditions from Wexford County Council continue to be demonstrated.

APPENDIX A: ACOUSTIC TERMONOLOGY

Ambient	The ambient noise level is the noise level measured in the absence of the intrusive noise or the noise requiring control. Ambient noise levels are frequently measured to determine the situation prior to the addition of a new noise source.
dB	Decibel. The unit of sound level.
dBA	A-weighted decibel. The A-weighting approximates the response of the human ear.
Frequency	Sound can occur over a range of frequencies extending from the very low, such as the rumble of thunder, up to the very high such as the crash of cymbals. Sound is generally described over the frequency range from 63Hz to 4000Hz (4kHz). This is roughly equal to the range of frequencies on a piano.
Octave band	Sound, which can occur over a range of frequencies, may be divided into octave bands for analysis. The audible frequency range is generally divided into 7 octave bands. The octave band frequencies are 63Hz, 125Hz, 250Hz, 1kHz, 2kHz and 4kHz.
$L_{Aeq}(t)$	The equivalent continuous (time-averaged) A-weighted sound level. This is commonly referred to as the average noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (10 min) would represent a period of 10 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
L_{90}	The noise level exceeded for 90% of the measurement period. This is commonly used to measure wind turbine and background noise levels.

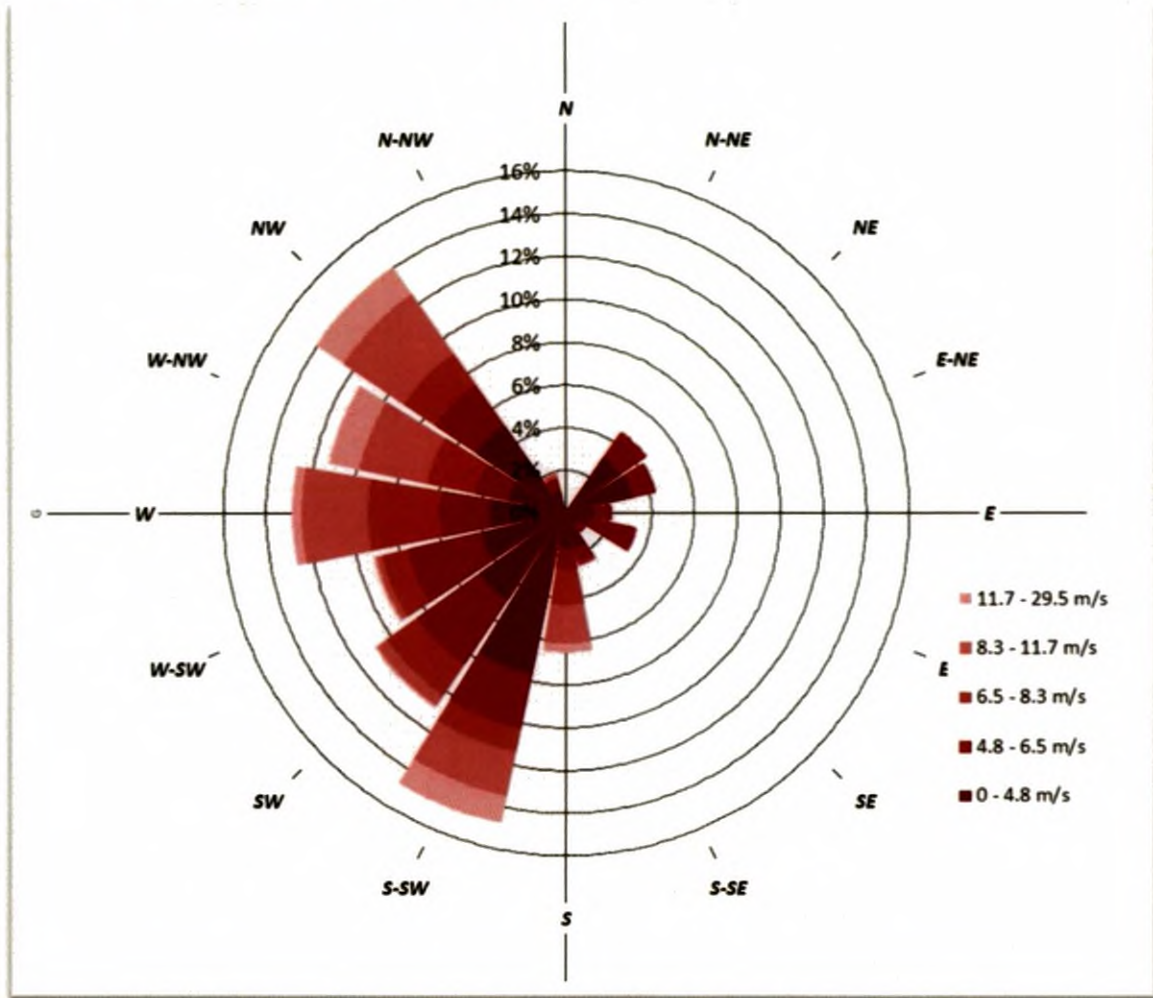
APPENDIX B: NOISE MONITORING LOCATIONS



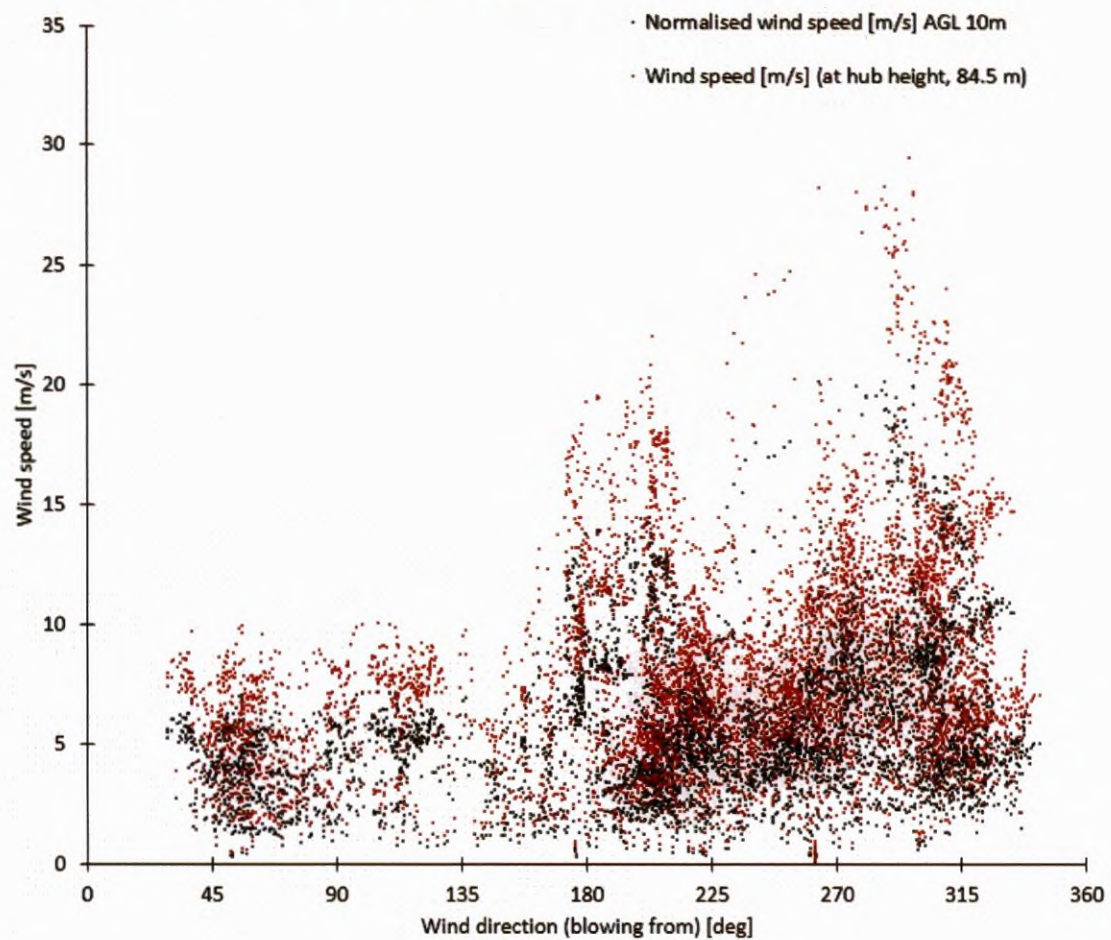
***Note- The above diagram is not to scale and is for illustrative purposes only*

APPENDIX C: WINDROSE

Windrose - 3 December 2024 to 13 January 2025



Wind speed and direction - 3 December 2024 to 13 January 2025





APPENDIX 12-1

PHOTOGRAPHIC RECORD

11.1

Photographic Record of Site



Plate 1: Existing T1, looking NE.



Plate 2: Existing T2 and road to same, looking NW.



Plate 3: T3 and associated hardstand, looking NE.



Plate 4: T4, hardstand and road to same, looking SW.



Plate 5: T5 and hardstand, looking S.



Plate 6: T6 and associated hardstand, looking W.



Plate 7: T7 and associated hardstand, looking E.



Plate 8: T8 and associated hardstand, looking ENE.



Plate 9: T9, looking NW.



Plate 10: T10 and associated hardstand, looking NW.



Plate 11: T11 and associated hardstand, looking NE.



Plate 12: Existing substation, looking ESE.



Plate 13: Existing entrance and road to wind farm, looking NE.



APPENDIX 14-1

**2RN SIGNED PROTOCOL
AGREEMENT**



Block B, Cookstown Court,
Old Belgard Road, Tallaght,
Dublin 24, Ireland
Tel: +353 (0)1 208 2259
E-mail: 2rn@2rn.ie

Protocol Agreement
between
Castledockrell Wind Group Ltd.
and

concerning the wind farm at:
Castledockrell, Co. Wexford

Directors: Mike Byrne (Chairperson); Mick Kehoe (Executive) Richard Waghorn (UK); Ian Kehoe; Richard Collins,
Stinead O'Sullivan, Paula Mullooly (Company Secretary)
Registered in Ireland. Registered Number: 364909. Registered Office: Montrose, Donnybrook, Dublin 4
RTÉ Transmission Network DAC Trading as "2RN". VAT No. 6384909G





Block B, Cookstown Court,
Old Belgard Road, Tallaght,
Dublin 24, Ireland
Tel: +353 (0) 1 208 2259
E-mail: 2rn@2rn.ie

"Developer":

Castledockrell Wind Group Limited

1 The Courtyard
Brownswood
Enniscorthy
Wexford
Ireland

Registered No. 373913

"2RN":

**RTÉ Transmission Network DAC trading as
"2RN",
Montrose,
Donnybrook,
Dublin 4.**

Registered No. 364909

"Development":

**Proposed development by way of initial
construction or intensification of use of a
wind farm at Castledockrell, Co Wexford**

"Viewer(s)":

**Proprietor (or agent of proprietor) of a
private residence or business premises
where a television set, for which a current
television licence is held, is used and/or a
broadcast radio receiver.**

"Local Dealer":

**Local dealer being a television engineer /
dealer carrying on business in the vicinity of
the development and may be nominated by
the wind farm developer.**

Directors: Mike Byrne (Chairperson); Mick Kehoe (Executive) Richard Waghorn (UK); Ian Kehoe; Richard Collins,
Sinead O'Sullivan, Paula Mullooly (Company Secretary)
Registered in Ireland. Registered Number: 364909. Registered Office: Montrose, Donnybrook, Dublin 4
RTÉ Transmission Network DAC Trading as "2RN". VAT No. 6384909G





Old Belgard Road, Tallaght,
Dublin 24, Ireland
Tel: +353 (0) 1 208 2259
E-mail: 2rn@2rn.ie

Interference on Viewers' Television Sets and/or Broadcast Radio Receivers

1. When 2RN is put on notice, whether by telephone or written communication, that a viewer is having problems with their reception, 2RN will undertake a preliminary assessment, over the telephone or by other means of communication, and ascertain whether or not the wind farm is a likely cause of the interference complained of.
2. If 2RN believes the interference is wind farm related, the viewer will be asked to contact the wind farm developer. Then the developer will arrange for a local dealer to visit the viewer.
3. Both parties to this protocol note that the type of interference caused by electromagnetic disturbance emanating from wind farms manifests itself in very specific ways on television sets and broadcast radio receivers.
4. The local dealer will arrange directly with the viewer to make a visit to the viewer's house and assess the cause of the interference. The local dealer will take whatever steps are necessary to remedy the interference.
5. The local dealer will prepare a brief report in writing which will be sent to the developer. If the local dealer is of the view that the interference is due to interference from the development, the dealer will send an invoice in respect of the site visit and remedial work to the developer. The developer is the party primarily liable for the discharge of any amounts due in respect of any such site visit and remedial work. If the local dealer identifies that the problem is due to some other cause, the local dealer will invoice the viewer in the usual way.
6. Where the reception interference problem affects a number of viewers in the same vicinity, and this is identified by the local dealer and/or 2RN, it may be that it will be necessary for 2RN to develop an existing alternative or additional transposer site within that locality.
7. The developer in this instance will be responsible for all the costs associated with the development of the new transposer site, where this transposer site is necessitated by the presence of the development.
8. The maximum expenditure incurred by 2RN in the provision of the new transposer site (arising from section 6) will be €150,000, (such figure to be index linked upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12-month period preceding demand for reimbursement by





Old Belgard Road, Tallaght,
Dublin 24, Ireland
Tel: +353 (0) 1 208 2259
E-mail: 2rn@2rn.ie

2RN). A detailed estimate is to be submitted to the Developer in advance for comment, within a reasonable timeframe.

9. If the cost of acquiring and developing a new transposer site exceeds the sum of €150,000 the developer and 2RN will enter into negotiations to ascertain how the cost of remedying the problem being experienced by viewers in the locality might most equitably be met. The developer, however, shall be the party primarily liable for the discharge of any amounts due in respect of the acquisition and development of a new transposer site to the extent that such an acquisition and development is attributable to the presence of the development.
10. Where the acquisition and development of a transposer site is additional to the transposer(s) serving the locality prior to the commencement of operation of the development, the developer shall be liable to reimburse to 2RN the ongoing operational costs of the said additional transposer for so long as same shall be necessary to counteract the interference with viewers' reception caused by the development, up to a maximum of €15,000 per annum (such figure to be index linked – upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12 month period preceding demand for reimbursement by 2RN).
11. The developer will be entitled to see copies of operational costs to the extent that company confidentially is not breached. All the 2RN costs involved in investigation and reports associated with the proposed development shall be covered by the developer if it is found that the said development is the cause of the interference.
12. The developer shall be entitled to retain its own engineer to inspect and report on the source of interference and if a transposer site is built, 2RN undertakes to facilitate access to the installation in question for the purposes of carrying out any such inspection and/or tests necessary.
13. The developer will indemnify 2RN fully in respect of damage to the person or property of any such engineer or inspector as retained by the developer, or any other agent or licensee of the developer involved in or associated with such inspection and/or tests. The developer will ensure that competent personnel only are deployed onto 2RN property under the terms of this clause and hereby indemnify 2RN in respect of any damage to 2RN's property or personnel caused by the negligence of such engineer, inspector or other agent or licensee.





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Interference with 2RN installations (to include transmitter stations, transposers and, if applicable, links stations)

14. Where 2RN detects interference with the reception of a receive and/or transmission signal at a transposer site, 2RN will investigate the cause of the interference and report in writing to the developer if 2RN determines that the interference is attributable in whole or in part to the development.
 15. The developer shall be entitled to retain its own engineer to inspect and report on the source of interference and 2RN undertakes to facilitate access to the installation in question for the purposes of carrying out any such inspection and/or tests necessary.
 16. The developer will indemnify 2RN fully in respect of damage to the person or property of any such engineer or inspector as retained by the developer, or any other agent or licensee of the developer involved in or associated with such inspection and/or tests. The developer will ensure that competent personnel only are deployed onto 2RN's property under the terms of this clause and hereby indemnify 2RN in respect of any damage to 2RN's property or personnel caused by the negligence or such engineer, inspector or other agent or licensee.
 17. Engineers representing both 2RN and (if applicable) the developer, will agree on remedial works (e.g. reorientation of reception antennas, additional filtering, alternative fibre optic connection) and the cost of same. 2RN shall carry out the necessary remedial works and the cost of same shall be discharged/reimbursed to 2RN by the developer (subject to the provisions below).
- In the following paragraph, the term "installation" shall mean one or more installation sites if applicable.
18. In the event that an additional or alternative installation is required in order to overcome reception or transmission problems caused exclusively by the development, 2RN shall identify a new location for such installation, within a reasonable timeframe.
 19. The developer shall be responsible for all costs associated with the development of the new installation (e.g. repeat broadcasting station), where the new installation is necessitated exclusively because of interference caused by the development. The developer shall be liable for such costs up to a maximum of €150,000 (such figure to be index linked – upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12-month period preceding demand





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for reimbursement by 2RN). Where the likely costs of such additional or alternative installation exceed €150,000 (as adjusted), 2RN and the Developer shall negotiate and determine between them how the costs of this new development might most equitably be met. The projected costs are to be submitted to and agreed with the developer prior to development of the new installation, within a reasonable timeframe.

20. Where the acquisition and development of a transposer site is additional to the transposer(s) serving the locality prior to the operation of the development, the developer shall be liable to reimburse to 2RN the ongoing operational costs of the said additional transposer for so long as same shall be necessary to counteract the interference with viewers' reception caused by the development, up to a maximum of €15,000 per annum (such figure to be index linked – upwards only – by reference to the Consumer Price Index published by the Central Statistics Office, calculated on the basis of the average increase over the 12-month period preceding demand for reimbursement by 2RN).
21. The developer will be entitled to see copies of operational costs to the extent that company confidentially is not breached. All the 2RN costs involved in investigation and reports associated with the proposed development shall be covered by the Developer if it is found that the said development is the cause of the interference.
22. The parties agree that any dispute which arises concerning the interpretation of this Agreement shall first be referred to: -
 - (a) in the case of 2RN, the Executive Director for the time being; and
 - (b) in the case of the Developer, the Executive Director for the time being;and such persons shall use all reasonable commercial efforts to resolve any such dispute within ten (10) Business Days.
23. If the dispute is not resolved by the relevant parties within the time period referred to above then save in respect for a dispute referable to the Expert, the parties may by agreement in writing attempt to settle all other disputes by mediation in accordance with the rules of the International Centre for Dispute Resolution (ICDR). To initiate the mediation a party must give notice in writing to the other party to the dispute requesting mediation and a copy of the request must be sent to ICDR. The mediation will start not later than 20 days after the date of such notice. The commencement of mediation will not prevent the parties commencing or continuing court proceedings. Unless otherwise agreed between the parties
 - (a) the mediator will be nominated by ICDR;

Directors: Mike Byrne (Chairperson); Mick Kehoe (Executive) Richard Waghorn (UK); Ian Kehoe; Richard Collins, Sinead O'Sullivan, Paula Mullooly (Company Secretary)
Registered in Ireland. Registered Number: 364909. Registered Office: Montrose, Donnybrook, Dublin 4
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- (b) the costs of the mediator shall be borne and discharged as to 50% by the Company and as to the remaining 50% by the Developer, and
 - (c) the mediation shall be conducted in Dublin, Ireland, at a venue agreed upon by the parties and the mediator or, failing such agreement, at a venue selected by the mediator in his/her discretion.
24. If a dispute or difference arises between the parties that is technical in nature the parties may refer such dispute, by agreement in writing between the parties, for final determination to the Expert (as hereinafter defined).
25. The expert for the purposes of this Clause shall be an independent party who has expertise in the area giving rise to the dispute (the "Expert") appointed by the agreement by the parties, or in default of agreement on such appointment, on the application of either party, by the President for the time being of the Institute of Engineers of Ireland or his duly appointed deputy, who shall carry out his functions in accordance with the following:
- (a) in making a determination, the Expert shall act as an expert and not as an arbitrator and his decision shall (in the absence of manifest error (and the Expert shall give reasons for his determination)) be final and binding on the parties;
 - (b) the Expert shall afford both parties a reasonable opportunity to be heard and to state their respective cases and to advance arguments or evidence in support of their respective positions;
 - (c) each party shall bear the costs and expenses of all counsel and other advisers, witnesses and employees retained by it and the costs and expenses of the Expert shall be borne by the parties in the proportions the Expert may direct, or in the absence of direction, equally.
26. This Agreement shall be governed by and construed in accordance with the laws of Ireland. Subject always to clauses 20, 21 and 22 above, each of the parties agrees that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

Dated this 14th day of February, 2024

Signed for and on
behalf of 2RN

Signed for and on behalf
of the Developer





Block B, Cookstown Court,
Old Belgard Road, Tallaght,
Dublin 24, Ireland
Tel: +353 (0) 1 208 2259
E-mail: 2rn@2rn.ie

A handwritten signature in dark ink, appearing to read 'M. Craig'.

(Authorised signatory)

A handwritten signature in dark ink, appearing to read 'G. Hall'.

(Authorised signatory)

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