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Our Ref: CA/AF/MCP0140083

Your Ref: 316990-23

FAO The Secretary
An Coimisiún Pleanála
64 Marlborough Street
Dublin 1
D01 V902
REGISTERED POST

AN COIMISIÚN PLEANÁLA	
LDG-	081720-23
ACP-	
30 JUL 2025	
Fee: € 220	Type: chq
Time: 10.26	By: Reg Post

SC

30th July 2025

RE: Our Client – McParland Bros Builders Limited
Housing Development at Bellfield, Haggardstown, Dundalk, Co. Louth
Louth County Council Planning Reference 23/64 & ABP-316990-23

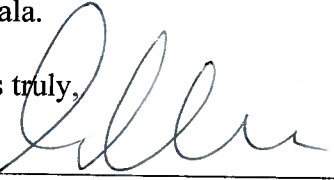
Dear Recipient,

We act on behalf of the above named.

We enclose our client's request for referral under Condition 20 of the above Appeal Number ABP-316990-23 in relation to the Bond together with the documents listed therein as per the Schedule.

We also enclose cheque in relation to your fee in the sum of €220 payable to An Coimisiun Pleanala.

Yours truly,


CATHERINE ALLISON & CO

Encl.

*"We aim to provide our clients with a legal service which is second to none.
Our service is efficient, professional and totally reliable."*

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Our Ref: CA/AF/MCP0140083

Your Ref: 316990-23

28th July, 2025

An Coimisiún Pleanála
64 Marlborough Street
Dublin 1
D01 V902

VIA REGISTERED POST

Re: Our Client – McParland Bros Builders Limited
Development at Bellfield, Haggardstown, Dundalk, Co Louth
Your Ref: ABP 316990-23

Dear Recipient,

1. I act for McParland Bros Builders Limited ("*my client*").
2. I write to refer to An Coimisiún Pleanála points of detail upon which my client and the relevant planning authority, Louth County Council ("*the council*"), cannot agree pursuant to Section 34(5)(a)(ii)(I) of the Planning and Development Act 2000 (as amended) ("*the Act*"), and pursuant to condition 20 of the permission for development with An Bord Pleanála reference 316990-23.
3. The issues to be decided in this reference are:
 - a. the amount of security due for a development; and
 - b. the manner in which it is to be paid, including whether it is to be paid with reference to phases.
4. Please find enclosed a cheque for €220, being the relevant fee for this class of referral (R3) as determined by An Coimisiún Pleanála pursuant to sections 144(1) and 144(1A)(a) of the Act.
5. Please also find enclosed a booklet divided by tabs to which I refer.
6. On or about 6 April 2023 the council made a decision ("*the decision*") to grant permission for the above development ("*the development*") subject to a number of conditions. I refer to a copy of the council's notification of the decision at **TAB 1**.

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7. On 3 May 2023 my client appealed the decision to An Bord Pleanála. On 31 July 2023 An Bord Pleanála granted permission ("*the permission*") for the development subject to a number of conditions. I refer to a copy of the permission at **TAB 2**.

8. The two conditions relevant to this referral are conditions 2 and 20:

a. Condition 2(a) says:

The Developer is required to phase the development as follows unless otherwise agreed in writing with the Planning Authority ... The apartment blocks and duplexes within the overall scheme shall be constructed prior to any houses ...

Reason: To ensure orderly development and a proper standard of construction and ensure residential facilities are in place prior to occupation

b. Condition 20 says (emphasis added):

*Prior to commencement of development, the developer shall lodge with the Planning Authority a cash deposit, a bond of an insurance company, or other security to secure the provision and satisfactory completion and maintenance until taken in charge by the local authority of roads, footpaths, watermains, drains, public open space and other services required in connection with the development, coupled with an agreement empowering the local authority to apply such security or part thereof to the satisfactory completion or maintenance of any part of the development. **The form and amount of the security shall be as agreed between the Planning Authority and the developer or, in default of agreement, shall be referred to An Bord Pleanála for determination.***

Reason: To ensure the satisfactory completion and maintenance of the development until taken in charge.

9. On or about 26 January 2024, to comply with condition 2, I sent a letter to the council saying (at paragraphs 2 – 5), *inter alia*, (emphasis in original):

*Our Client hereby **formally applies to Louth County Council to agree a variation of Condition 2(a) to permit the phasing of the residential part of the development as set out in the schedule hereto ... It would be impracticable for our Client to complete all of the Apartment Blocks and duplexes before commencing on the housing ... our client wishes to reach agreement with Louth County Council for such a variation of the phasing that will make the development feasible for our client as a private developer, as well as assist the Planning Authority and Louth County Council in fulfilling their obvious desire for more apartments in developments and more mixed social classes of housing ... a variation of Condition 2(a) as proposed herein is in accordance with the proper planning and development of the area.***

*In the attached schedule I particularise the phasing proposal including reference to a map. I refer to a copy of this letter and the attachments I sent therewith at **TAB 3**.*

10. On or about 31 January 2024 the council replied by letter to me accepting my proposed variation. I refer to a copy of this letter at **TAB 4**.

11. On or about 8 March 2024 I sent a letter to the council saying (at paragraph 2), *inter alia* (emphasis in original):



... in respect of condition 20 security bond, as the Council is aware the property is being divided into phase one and two as agreed and as per the attached schedule of Phasing agreed with the Council as per the Council's letter of 31st January 2024. It would be draconian in the extreme to require the entire deposit to be lodged and would not be financially possible. Our Client's preference would be to pay this pro-rata in proportion to the sale of each unit and an undertaking to be provided in the same manner as the financial contributions and this would be the most acceptable version to our client. **We note the Planning Permission already refers to the breakdown of the bond of €603,900 as €3,300 per unit for 183.** This is illustrative of the fact the bond should be payable in this manner ...

I refer to a copy of this letter and the attachment sent therewith at **TAB 5**.

12. The reference to "the Planning Permission" above is a reference to condition 11 in the decision (to which I refer at TAB 1), which says:

The developer shall lodge with the Council a cash deposit of €603,900 (i.e. €3,300 per residential unit) ...

13. No part of the decision, including in particular condition 11, has any bearing on the permission because my client appealed the decision to An Bord Pleanála, who decided to grant the permission and granted the permission. Thus, the entirety of the decision is nugatory. Section 37(1)(b) of the Act says:

... where an appeal is brought against a decision of a planning authority and is not withdrawn, An Coimisiún Pleanála shall determine the application as if it had been made to An Coimisiún Pleanála in the first instance and the decision of An Coimisiún Pleanála shall operate to annul the decision of the planning authority as from the time when it was given ...

14. For the avoidance of doubt, with respect to the quantum of security, there is no agreement as to the amount of €603,900 referred to in condition 11 of the decision or as to any amount. In my letter of 8 March 2024 I referred to condition 11 of the decision only to show that the security should be phased, and as an example of an appropriate manner to apportion it for such phased payment.

15. On or about 21 March 2024 the council replied to me by letter saying, *inter alia*:

... Our bond policy for developments of 101 plus units is that the bond must be paid for the first 100 units plus 50% of the Bond for remaining units up front on receipt of Invoice and prior to commencement of development. Plus, a payment plan of monthly payments with the balance of the bond for the full planning permission to be cleared within a 12-month period.

For the avoidance of doubt, my client does not agree with the council's "bond policy." I refer to a copy of this letter at **TAB 6**.

16. On or about 22 March 2024 I replied to the council by letter saying, *inter alia*:

The proposal suggested by you is simply not feasible to pay for 100 units now. The development, as you know, is now being carried out in two phases as per the schedule and map attached and thus the bond will be divided between the two phases. The second phase will be 18 months away so it would not be feasible to pay for that at this



stage. Our client proposes €100,000 on commencement of the first half of the Bond for phase one and the balance of the first half within 12 months of commencement ...

I refer to a copy of this letter at **TAB 7**.

17. On or about 5 April 2024 the council replied to me by letter saying, *inter alia*:

... the bond payment proposal suggested is not acceptable and payment of bond is due as set out in our bond policy.

Our bond policy for developments of 101 plus units is that the bond must be paid for the first 100 units plus 50% of the Bond for remaining units up front on receipt of Invoice and prior to commencement of development. Plus, a payment plan of monthly payments with the balance of the bond for the full planning permission to be cleared within a 12-month period.

I refer to a copy of this letter at **TAB 8**.

18. On or about 9 April 2024 I replied to the council by letter saying, *inter alia*:

... As previously advised, it has already been agreed with Louth County Council the phasing of the development is in two phases and therefore it is not feasible or financially viable to pay a cash bond for 101 units and 50% for the remainder. This is simply impractical ...

I refer to a copy of this letter at **TAB 9**.

19. On or about 22 October 2024 the council sent a letter to me saying, *inter alia*:

... the sum of €273,900 for Bond Amount remains unpaid at today's date ...

I refer to a copy of this letter at **TAB 10**. It is important to note that there was and continues to be no agreement as to quantum of the security.

20. On or about 20 February 2025 I sent a letter to the council saying, *inter alia*, (emphasis in original):

... As the Council is aware the estate was agreed to proceed in two phases with allocated units and development to each phase due to the high-volume density of this estate ... Thus, the bond is only due for phase 1 (not phase 2) ... in light of the ongoing delays with the insurance policy ... we enclose as a gesture of good faith ... payment of part of the bond for phase 1 on the sum of €100,000 ... this payment is made conditional on its discharge from phase 1 payment. Phase 2 has not been initiated and no payment is due.

I refer to a copy of this letter at **TAB 11**.

21. On or about 25 February 2025 the council replied to me by letter saying, *inter alia*:

... Your letter dated 21st January 2024 to Planning with proposed phasing of development which was accepted refers to the actual building of the development. It does not relate to the financial conditions of the permission. Condition 20 [of the permission] states that the Bond is due prior to the commencement of development and Condition 11 [of the decision] states an amount of €603,900.

As per our Bond Policy, we can accept payment for the first 100 units plus 50% of the remaining units plus a monthly payment plan for the balance. This equates to €466,950 due on receipt of invoice and a payment plan for the balance of €136,950 ...

I refer to a copy of this letter at **TAB 12**.

22. The council's letter dated 25 February 2025 is silent as to the absence an agreement between my client and the council regarding the quantum of security actually due, as is required in condition 20 of the permission. On the contrary, it refers to a unilateral "Bond Policy," and to an amount referred to in condition 11 of the decision, which has no effect on the permission.

23. On or about 16 April 2025 I replied to the council be letter saying, *inter alia*, that its position is incorrect. I refer to a copy of this letter at **TAB 13**.

24. On or about 22 May 2025 the council replied to me by letter saying, *inter alia*:

Our previous letter dated 25th February clarifies the points raised in your letter.

I refer to a copy of this letter at **TAB 14**.

25. On or about 19 June 2025 the council sent a letter to my client demanding €503,900 citing condition 11 of the decision. I refer to a copy of this letter at **TAB 15**.

26. On or about 2 July 2025 I sent a letter to the council offering that my client would pay €302,000 for phase one. I refer to a copy of this letter at **TAB 16**. The council did not reply to this letter and did not accept this offer. My client rescinds this offer.

27. On or about 7 July 2025 I sent an email to the council saying, *inter alia*:

We refer to our letter to you of 2nd July 2025.

We wish to put the Council on notice that we require a reply within 14 days as stated therein and failing which, if no agreement is reached, intend to invoke Condition 20 of the ABP316990-23 and refer the matter to ... An Coimisiun Pleanala for determination.

We write simply to make this position clear so that the Council are aware.

I refer to a copy of this email at **TAB 17**.

28. On or about 15 July 2025 the council replied to me by letter saying, *inter alia*:

... You correctly point out that the Council and your client agreed that the build out of this development would be carried out in two phases. This relates to the location, number and type of residential units/buildings to be constructed initially, thus minimising disruption to the occupants during the construction of phase 2 ...

This is incorrect: the express purpose of the phasing is set out in my letter of 26 January 2024 to which the council agreed in writing in its letter of 31 January 2024:

- a. for the avoidance of impracticability;
- b. for financial feasibility; and
- c. to promote a mix of social classes in the housing provided.

29. The letter continues:

... you'll also note that there is no reference to bond payments in any 'phasing' correspondence with Louth CoCo and that the notification of decision by the Council to grant permission (dated 6th April 2023) included a reference (LCC condition #11) that the full bond in the amount of €603,900 is to be paid. The planning approval from An Bord Pleanála ref ABP 23-316990-23 (now Coimisiún Pleanála) includes condition #20 which states that the bond shall be payable prior to commencement ...

The council seems not to appreciate the irrelevance of condition 11 of the decision, which was annulled on 31 July 2023 pursuant to section 37(1)(b) of the Act. The reference to €603,900 contained therein has no effect on the permission, and there remains no agreed amount of security. It should also be noted that the council refers to the permission as an "approval." This is incorrect. The permission was granted pursuant to section 37 of the Act and not pursuant to section 175, 177AE, 181(2A), 181A, 182A, or 182C.

30. The letter continues:

As the bond condition applies to the planning permission, and not the phasing of the planning permission, the full sum is due.

My client does not accept that the full sum is due: that is one of the matters at issue. However, more importantly, the council does not seem to understand that the quantum of the full sum has not been ascertained because it has not been agreed. It is therefore impossible for the full sum to be paid.

31. The council concludes by reiterating its "bond policy" as if it affects condition 20 of the permission in the absence of my client's agreement, which it attached, and says:

If this is not to your client's satisfaction, you may wish to invoke Condition 20 of the ABP316-990 decision and refer the matter to An Coimisiún Pleanála for determination.

I refer to a copy of this letter and its attachments at **TAB 18**. It should be noted that the "bond policy" to which the council refers is dated 15 November 2023, and the permission was granted 31 July 2023.

32. The council and my client have a number of fundamental disagreements that condition 20 of the permission mandates – it uses the word "shall" – one or both of us to make this reference:

The form and amount of the security shall be as agreed between the Planning Authority and the developer or, in default of agreement, shall be referred to An Bord Pleanála for determination.

33. My client has made what I consider to be a very reasonable gesture of good faith and paid €100,000 as security even though the quantum of the full amount is not agreed. The council's approach to this dispute has been unreasonable:

- a. it has rejected every offer made by my client with respect to the quantum of the remaining balance of security and payment phasing;



- b. it insists on referring to a condition of an annulled decision to grant permission as a basis for calculating the quantum of the security; and
- c. it insists on referring to a unilateral "*bond policy*," to which for the avoidance of doubt my client does not agree, and which post-dates the permission.

34. Therefore, for the foregoing reasons, I request that you:

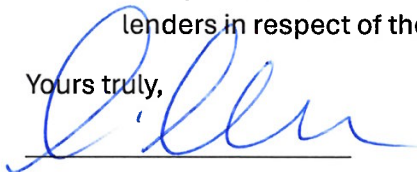
- a. measure the quantum of the bond; and
- b. decide its form, that is to say, decide the bases for the payments, whether based on phases, benchmarks, or otherwise.

35. I suggest that security in the amount of €457,500 is appropriate in the circumstances, and that my client is to be given credit for the €100,000 already paid to the council, leaving a total balance due of €357,500. I also suggest that the security should be phased in the manner we have already proposed, that is to say, in phases proportionate to the number of residential units to be built at €2,500 per residential units. Thus:

- a. Phase 1: $(83 \text{ residential units} \times €2,500) - €100,000 = €107,500$ to be paid prior to the commencement of phase 1 of the development; and
- b. Phase 2: $(100 \text{ residential units} \times €2,500) = €250,000$ to be paid prior to the commencement of the commencement of phase 2 of the development.

36. I further suggest that the Council repay each phase of the security within 14 days of the council's taking in charge of that phase's roads, footpaths, watermains, drains, public open space and other services required in connection with the development, and that that repayment is made in addition to reasonable interest, and in that respect I suggest 10% per annum is reasonable having regard to the interest charged by my client's lenders in respect of the security.

Yours truly,



Catherine Allison

Principal

Catherine Allison & Co.

Encl.



AN COIMISIUN PLENALA APPEAL

Re McParland Bros Builders Limited
Housing Development at Bellfield, Haggardstown, Dundalk, Co. Louth
Planning Reference 23/64 (Louth) & ABP-316990-23

1. Notification of Decision to Grant Planning Permission Ref 2364 dated 6th April, 2023.
2. An Bord Pleanala Appeal Ref: ABP-316990-23 dated 31st July 2023
3. Catherine Allison's letter to the Council of 26th January 2024 with Schedule re Phasing of build units
4. Letter from Louth Couy Council accepting our proposal dated 31st January 2024.
5. Catherine Allison's letter to the Council of 8th March 2024 re financial conditions and bond payment.
6. Letter from the Council of 21st March 2024 re payment of bond.
7. Catherine Allison & Company's letter to Council dated 22nd March 2024.
8. Letter from Council re payment of bond dated 5th April 2024
9. Catherine Allison's response of 9th April, 2024.
10. Letters from Council requesting bond payment dated 22nd October 2024 and 20th December 2024
11. Catherine Allison's letter to the Council dated 20th February 2025.
12. Response from Council dated 25th February 2025
13. Catherine Allison's letter of 16th April, 2025 to Council
14. Catherine Allison's letter of 22nd May 2025
15. Council's letter of 19th June 2025.
16. Catherine Allison's letter to Council of 2nd July 2025
17. Catherine Allison's email to the Council of 7th July 2025 advising we will invoke Condition 20 if not responded to within 14 days.
18. Letter of Response from Council dated 15th July 2025 together with enclosed copy Council's Bond Policy dated 15th November 2023 (note: post dates our planning at No 1 above).

Dated: 17th July 2025

Catherine Allison & Co.
Solicitors for McParland Bros Limited
6 Roden Place, Dundalk, Co. Louth
Ref: CA/AF/MCP0140083





LOUTH COUNTY COUNCIL

Town Hall, Crowe Street, Dundalk, County Louth A91 W20C
Tel: 042/9335457 Fax: 0429392910

PLANNING AND DEVELOPMENT ACT, 2000 (as amended)

NOTIFICATION OF DECISION TO GRANT

TO: McParland Bros Builders Limited
c/o Ronan Woods
Genesis Planning Consultants
Dean Swift Building, Armagh Business Park
Hamiltonsbawn Road
Armagh, BT60 1HW

Date: 6/4/23

Register Reference Number: 2364

Date Application Received: 14/02/2023

Type of Application: PERMISSION

Description of Development: LARGE-SCALE RESIDENTIAL DEVELOPMENT - Permission for an LRD consisting of a total of 183 no. residential units along with provision of creche as follows: Site excavation works. Provision of 64 no. dwellings (38 no. 3 bed semi-detached; 8 no. 4 bed semi-detached; 8 no. 3 bed semi-detached; 1 no. 4 bed semi-detached; 1 no. 3 bed semi-detached; 4 no. 4 bed detached; 3 no. 4 bed detached and 1 no. 3 bed detached). Provision of a total of 119 no. apartments/duplex units (21 no. 1 bed; 57 no. 2 bed; and 41 no. 3 bed units across 6 no. blocks ranging in height up to 6 storeys). Provision of a creche. Provision of associated car parking at surface level via a combination of in-curtilage parking for dwellings and on-street parking for the creche, duplexes and apartments. Provision of electric vehicle charging points with associated infrastructure. Associated bicycle storage facilities and bin storage facilities. Use of existing access from Dublin Road with associated upgrade works to the existing internal access road to facilitate vehicular, pedestrian and cycle access. Internal access roads and footpaths and associated connections to the existing Bellfield residential estate. Residential communal open space areas with formal play area along with hard and soft landscaping, public lighting, boundary treatments including walls, railing and fencing. ESB substation. Internal site works and attenuation systems and all ancillary site development/construction works to facilitate foul, water and service networks for connection to the existing foul, water, gas and ESB networks. A Natura Impact Statement has been submitted with this application. See www.bellfieldlrd.com for more information

Name of Applicant: McParland Bros Builders Limited

Location of Development: Bellfield, Haggardstown, Dundalk, Co Louth

Date of Decision: 6/4/23

In pursuance of the powers conferred upon it by the above mentioned Acts, the Council of the County of Louth, being the Planning Authority for the County of Louth, has decided to **GRANT PERMISSION** for the development mentioned above, subject to the 18 condition(s) set out in the schedule attached.

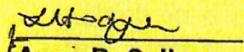
An **appeal** against this decision may be made to An Bord Pleanála. The procedure for making an appeal is available on An Bord Pleanála's website (www.pleanala.ie).

If no appeal is taken against this decision, a grant of PERMISSION will be made on the expiration of the period for the making of an appeal. If an appeal or appeals is/are taken, the grant shall not be made unless the appeal, or, as the case may be, each appeal, is either:

- (a) withdrawn
- (b) dismissed by An Bord Pleanála or
- (c) is subject to a direction by An Bord Pleanála.

N.B. UNTIL THE GRANT IS MADE THE DEVELOPMENT IN QUESTION IS NOT AUTHORISED.

No development may be carried out on foot of an **outline** permission until a **grant of permission consequent on outline** has been obtained.


Anne D. Callan,
Administrative Officer



LOUTH COUNTY COUNCIL

REFERENCE NO. 23/064

CONDITIONS

1. The development shall be carried out in accordance with the plans and particulars submitted to the Planning Authority on the 14th February 2023 except as may otherwise be required in order to comply with the following conditions.

Reason: In order to prevent unauthorised development.

2. (a) Prior to the commencement of any house or duplex unit in the development as permitted, the applicant or any person with an interest in the land shall enter into an agreement with the planning authority (such agreement must specify the number and location of each house or duplex unit), pursuant to Section 47 of the Planning and Development Act 2000, that restricts all houses and duplex units permitted, to first occupation by individual purchasers i.e. those not being a corporate entity, and/or by those eligible for the occupation of social and/or affordable housing, including cost rental housing.

(b) An agreement pursuant to Section 47 shall be applicable for the period of duration of the planning permission, except where after not less than two years from the date of completion of each specified housing unit, it is demonstrated to the satisfaction of the planning authority that it has not been possible to transact each specified house or duplex unit for use by individual purchasers and/or to those eligible for the occupation of social and/or affordable housing, including cost rental housing.

(c) The determination of the planning authority as required in (b) shall be subject to receipt by the planning and housing authority of satisfactory documentary evidence from the applicant or any person with an interest in the land regarding the sales and marketing of the specified housing units, in which case the planning authority shall confirm in writing to the applicant or any person with an interest in the land that the Section 47 agreement has been terminated and that the requirement of this planning condition has been discharged in respect of each specified housing unit.

Reason: To restrict new housing development to use by persons of a particular class or description in order to ensure an adequate choice and supply of housing, including affordable housing, in the common good.



REFERENCE NO: 23/064

3. In accordance with the Council's Development Contribution Scheme 2016-2021 made under the provisions of section 48 of the Planning and Development Act 2000 (as amended) the developer shall pay a contribution to the Planning Authority, (or such increased amount in accordance with the changes on an annual basis to the Chartered Surveyors of Ireland Construction Tender Price Index) towards the costs already incurred or to be incurred by the Planning Authority on the provision of each of the public facilities listed below, which will benefit development in the area of the Planning Authority. This contribution shall be paid in full prior to the commencement of development unless otherwise agreed in writing with the Planning Authority.

Residential Contributions

- (a) Class 1 €4,200 x 183 = €768,600
- (b) Class 2 €1,200 x 183 = €219,600
- Sub Total = €988, 200

Crèche – 335 sqm

- | | | |
|----------------------------|----------------------------|-----------|
| (a) Class 1 Infrastructure | (335 m ² x €48) | € 16, 080 |
| (b) Class 2 Amenity | (335 m ² x €12) | € 4,020 |

Subtotal = € 20, 100

Total € 1, 008, 300

(One million, eight thousand and three hundred euro only).

Reason: The provision of such public infrastructure and facilities in the area of the Planning Authority has benefited or will benefit the proposed development and it is considered reasonable that the developer should contribute towards the cost of their provision and it is a requirement of the Planning and Development Act 2000, as amended, that a condition requiring a contribution in accordance with the Development Contribution Scheme made under section 48 of the Act be applied to the permission.

4. (a) Materials, colours and textures of all external finishes to the buildings, all surfacing materials and detailed public realm finishes shall be in accordance with drawings and specifications hereby approved.

(b) Details of brick to be used shall be submitted to and agreed in writing with the Planning Authority prior to the commencement of development. Brick shall be used on the elevations as indicated in the plans and Building Life Cycle report submitted. Extended areas of render shall not be permitted to reduce maintenance costs.

Reason: In the interest of visual amenity and to provide for an acceptable standard and quality of development for future residents.

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REFERENCE NO: 23/064

5(a) The developer shall retain the services of a suitably qualified Landscape Architect throughout the life of the site development works. The approved hard and soft landscaping scheme shall be implemented fully in the first planting season following the commencement of the development and finalised prior to the sale of any of the residential units hereby granted planning permission. Any plant materials that die or are removed within three years of planting shall be replaced in the first planting season thereafter.

(b) All hard and soft landscaping proposals, boundary treatments, all materials pertaining to the exterior of the buildings hereby permitted as illustrated and detailed by submitted drawings, specifications and the Landscape Design Statement prepared by ParkHood Chartered Landscape Architects shall be adhered to in the carrying out of the development hereby permitted.

(c) Landscaping shall be provided prior to the occupation of any part of the development permitted and thereafter permanently retained.

(d) Prior to commencement of development the developer shall submit a revised site layout plan outlining the provision of an additional permeability link to the mass path opposite house numbers 1 & 15 along the southern boundary of site.

Reason: In the interest of the amenities of the area and future residents and to ensure an appropriate standard of development.

6. (a) Prior to occupation of the first dwelling unit on site, the developer shall submit details of the proposed estate names and roads and the type and specifications of the proposed positioning of any estate and roadway nameplate/plates or similar structures, which are to be erected in suitably prominent locations. Potential estate and roadway names should be considerate towards the use of local and historical place names and the inclusion of the official Irish translation of same. Suggested names will be revised by the Placenames Committee, established by the Louth Local Authorities and the Committee will either recommend one of the suggestions from the developer or ask the developer to reconsider the suggestions submitted.

(b) Houses shall be numbered and these numbers shall be affixed to the house in a prominent position. Prior to the occupation of the first dwelling, details for the numbering of the houses shall be submitted for the written approval of the Planning Authority.

Reason: In order to comply with the Department of the Environment circular entitled 'Naming of Streets and Roads, Numbering of Houses and the Use of Irish' and in the interests of orderly development and ease of identification of roads.

REFERENCE NO: 23/064

7. All service cables associated with the proposed development (such as electrical, telecommunications and communal television) shall be located underground. Ducting shall be provided by the developer to facilitate the provision of broadband infrastructure within the proposed development. No communication structure, satellite dish or aerial shall be erected externally on this building without a prior grant of planning permission.

Reason: In the interests of visual and residential amenity.

8. The developer shall enter into water and wastewater connection agreements with Irish Water prior to commencement of development and all development shall be carried out in compliance with Irish Water Standards codes and practices.

Reason: In the interest of public health.

9. Site development and building works shall be carried out only between the hours of 0700 to 1900 Mondays to Saturdays inclusive, and not at all on Sundays and public holidays. Deviation from these times will only be allowed in exceptional circumstances where prior written approval has been received from the planning authority.

Reason: In order to safeguard the residential amenities of property in the vicinity.

10. The management and maintenance of the proposed development, following completion, shall be the responsibility of a legally constituted management company, which shall be established by the developer. A management scheme, providing adequate measures for the future maintenance of the development, including the external fabric of the buildings, open spaces, landscaping, roads, paths, public lighting, waste storage facilities, sanitary services, and for the maintenance of the footpaths and the surface water infrastructure shall be submitted to and agreed in writing with the Planning Authority, before any of the residential or commercial units or community buildings are made available for occupation.

Reason: To provide for the future maintenance of this development in the interest of residential amenity and orderly development.

REFERENCE NO: 23/064

11. The developer shall lodge with the Council a cash deposit of €603,900 (i.e. €3,300 per residential unit) (or as may be adjusted on the 1st January each year, based on the changes to the Wholesale Price Index for building construction, published by the Central Statics Office) as security to ensure the satisfactory completion of the development or to enable the Council to undertake the necessary completion or reinstatement of the site, (including all necessary demolition and removal) if deemed necessary. The deposit, or part thereof, will be refundable to the developer/applicant following the taking in charge of the development or the completion of the development up to taking in charge standards as approved by the Council. The form and amount of the security shall be as agreed between the planning authority and the developer or, in default of agreement, shall be referred to An Bord Pleanála for determination.

Reason: To ensure the satisfactory completion of the development.

12(a) Cognisance should be taken of the requirements of BS 5228 Part 1 1997 (Noise and Vibration control on construction and open sites).

(b) The developer shall, if directed by the Planning Authority, monitor and record noise levels during construction of the development – Leq's and any other levels which may be requested by the Planning Authority (L max etc.)

(c) The developer shall if directed by the Planning Authority, monitor and record the total dust emissions arising from all on site operation associated with the proposed development during construction.

(d) The number and locations of the monitoring and recording stations for sound and dust deposition necessary to comply with the requirements of Part (a) and (b) of this condition shall be in accordance with the requirements of the Planning Authority for such monitoring of sound and dust deposition.

(e) The Planning Authority shall be afforded access at all reasonable times in order to inspect examine and check or to have inspected, examined and checked, all apparatus and equipment used or required to carry out monitoring of noise.

(f) The developer shall pay a sum of money to Louth County Council, if demanded, as a contribution towards the costs incurred by the said Council in carrying out, or in having carried out, check monitoring and recording of any, or all, of the matters required to be monitored and recorded by part (a) and (b) of this condition. The amount of contribution and the arrangement for payment of such contribution shall be as agreed between the developers and the Planning Authority.

Reason: In the interest of the proper planning and development of the area and in the interest of residential amenity.

REFERENCE NO: 23/064

13. The mitigation measures as set out in section 3.2 of the Natural Impact Statement prepared by Flynn Furney Environmental Consultants dated November 2022 shall be fully adhered to and implemented. No deviation from these measures shall be permitted without the prior written agreement of the Planning Authority.

Reason: To avoid any potential harmful effects to the Natura Network.

14(a) The developer should retain the services of a recognised and qualified ecologist to oversee the construction of the subject development and advise on all ecological impacts associated with the subject development. The developer shall confirm the name of the ecologist prior to commencement of subject development for the written agreement of the planning Authority.

(b) The developer should provide bat boxes as required ensuring that bat roosting nests are provided along tree lines around the subject site so as to prevent loss or reduction of existing habitats for commuting bats.

Reason: To ensure environmental sustainability of the subject site.

15. Prior to commencement of development, the developer or other person with an interest in the land to which the application relates shall enter into an agreement in writing with the planning authority in relation to the provision of housing in accordance with the requirements of section 94(4) and section 96(2) and (3) (Part V) of the Planning and Development Act 2000, as amended, unless an exemption certificate shall have been applied for and been granted under section 97 of the Act, as amended.

Reason: To comply with the requirements of Part V of the Planning and Development Act 2000, as amended, and of the housing strategy in the development plan of the area.

16. The Developer is required to phase the development as follows unless otherwise agreed in writing with the Planning Authority:

- The apartment blocks within the overall scheme shall be constructed prior to any houses,
- The crèche facility shall be constructed prior to the occupation of any residential unit on site.
- The public open space and associated play equipment including lighting shall be completed in full and all public areas landscaped as submitted and available for use prior to the occupation of any residential unit on site.

Reason: To insure orderly development and a proper standard of construction and ensure residential facilities are in place prior to occupation.

REFERENCE NO: 23/064

17(a) The applicant shall install the EV charging points as submitted on drawing No. 3977-PA-001 entitled 'General Road Infrastructure' layout drawing and be operational prior to occupation of any residential unit/ crèche on subject site.

(b) All service cables associated with the proposed development (such as electrical, telecommunications and communal television) shall be located underground. Ducting shall be provided by the developer to facilitate the provision of broadband infrastructure within the proposed development.

(c) During the course of construction work the developer shall provide on-site covered skip or other suitable receptacle for the deposit therein of all rubbish, litter, paper, packaging, rubble and other such materials arising from the works and shall ensure that the site and its environs are maintained at all times in a clean and tidy condition.

Reason: To ensure a proper standard of construction in an orderly manner and to protect the amenities of the area.

18. The development hereby permitted shall be carried out and completed at least to the construction standards set out in the Planning Authority's Taking in Charge Policy. Prior to commencement of development, the developer shall agree with the authority, in writing, the procedures for inspection and monitoring of the development by the authority to ensure compliance with these standards, and shall thereafter comply with the agreed procedures during the construction of the overall development. Following completion, the development shall be maintained by the developer, in compliance with these standards, until taken in charge by the planning authority.

Reason: To ensure that the development is carried out and completed to an acceptable construction standard.

REFERENCE NO: 23/064

Notes for Applicants

1. It should be clearly understood that the granting of Planning Permission does not relieve the developer of the responsibility of complying with any requirements under other Codes of legislation affecting the proposal.
2. A person shall not be entitled solely by reason of a grant of Planning Permission to carry out any development.
3. A grant of Planning Permission does not entitle a person to construct a development that would oversail, overhang or otherwise physically impinge upon an adjoining property without the permission of the adjoining property owner.
4. The applicant/developer shall liaise with statutory bodies and the Public Utility Authorities and carry out all diversions, re-routing, modifications etc as required during the construction of the works. The applicant/developer shall arrange to carry out any works required by statutory bodies and the Public Utility Authorities.
5. The applicant/developer shall make all necessary arrangements to apply for and obtain a Road Opening License(s) from Louth County Council in respect of all openings in public areas and shall pay Road Opening License Fees and road restoration costs. The applicant shall abide by the conditions as set out in the said license(s).
6. During the course of construction work the developer shall provide on-site covered skip(s) or other suitable receptacle for the deposit therein of all rubbish, litter, paper, packaging, rubble and other such materials arising from the works and shall ensure that the site and its environs are maintained at all times in a clean and tidy condition.
7. The procedure for making an appeal is available on An Bord Pleanála's website. (www.pleanala.ie)



Uisce Éireann Standard Notes

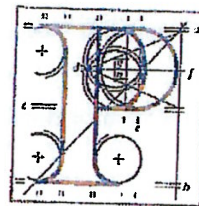
1. Under the provisions of Section 55(1)(a) of the Water Services Act 2007 (the Act) it is an offence for a person to cause or permit the connection of a premises to the public water supply network , either directly or indirectly, or to otherwise take a water supply without the agreement of Uisce Éireann. Similarly under the provisions of Section 61(1) (a) of the Act, it is an offence for a person to cause or permit the connection of a premises to the public waste water collection network, either directly or indirectly, without the agreement of Uisce Éireann.
2. Where the applicant proposes to connect to a public water/wastewater network operated by Uisce Éireann, the applicant must sign a connection agreement with Uisce Éireann prior to the commencement of the development and adhere to the standards and conditions set out in that agreement.
3. In the interest of Public Health and Environmental Sustainability, Uisce Éireann Infrastructure capacity requirements and proposed connections to the Water and Waste Water Infrastructure will be subject to the constraints of the Uisce Éireann Capital Investment Programme.

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Our Case Number: ABP-316990-23

Planning Authority Reference Number: 2364



An
Bord
Pleanála

Louth County Council
County Hall
Millennium Centre
Dundalk
Co. Louth



Date:

Re: Construction of 183 residential units and associated site works.
Bellfield, Haggardstown, Dundalk, Co Louth. (www.bellfieldlrd.com).

Dear Sir / Madam,

An order has been made by An Bord Pleanála determining the above-mentioned matter under the Planning and Development Acts 2000 to 2022. A copy of the order is enclosed.

In accordance with section 146(5) of the Planning and Development Act 2000, as amended, the Board will make available for inspection and purchase at its offices the documents relating to any matter falling to be determined by it, within 3 days following the making of its decision. The documents referred to shall be made available for a period of 5 years, beginning on the day that they are required to be made available. In addition, the Board will also make available the Inspector's Report, the Board Direction and Board Order in respect of the matter on the Board's website (www.pleanala.ie). This information is normally made available on the list of decided cases on the website on the Wednesday following the week in which the decision is made.

The Public Access Service for the purpose of inspection/purchase of file documentation is available on weekdays from 9.15am to 5.30pm (including lunchtime) except on public holidays and other days on which the office of the Board is closed.

Yours faithfully,

Sue Morel
Executive Officer

BP100N

An Comhairle Chordae Lughal
Pleanála

03 AUG 2023

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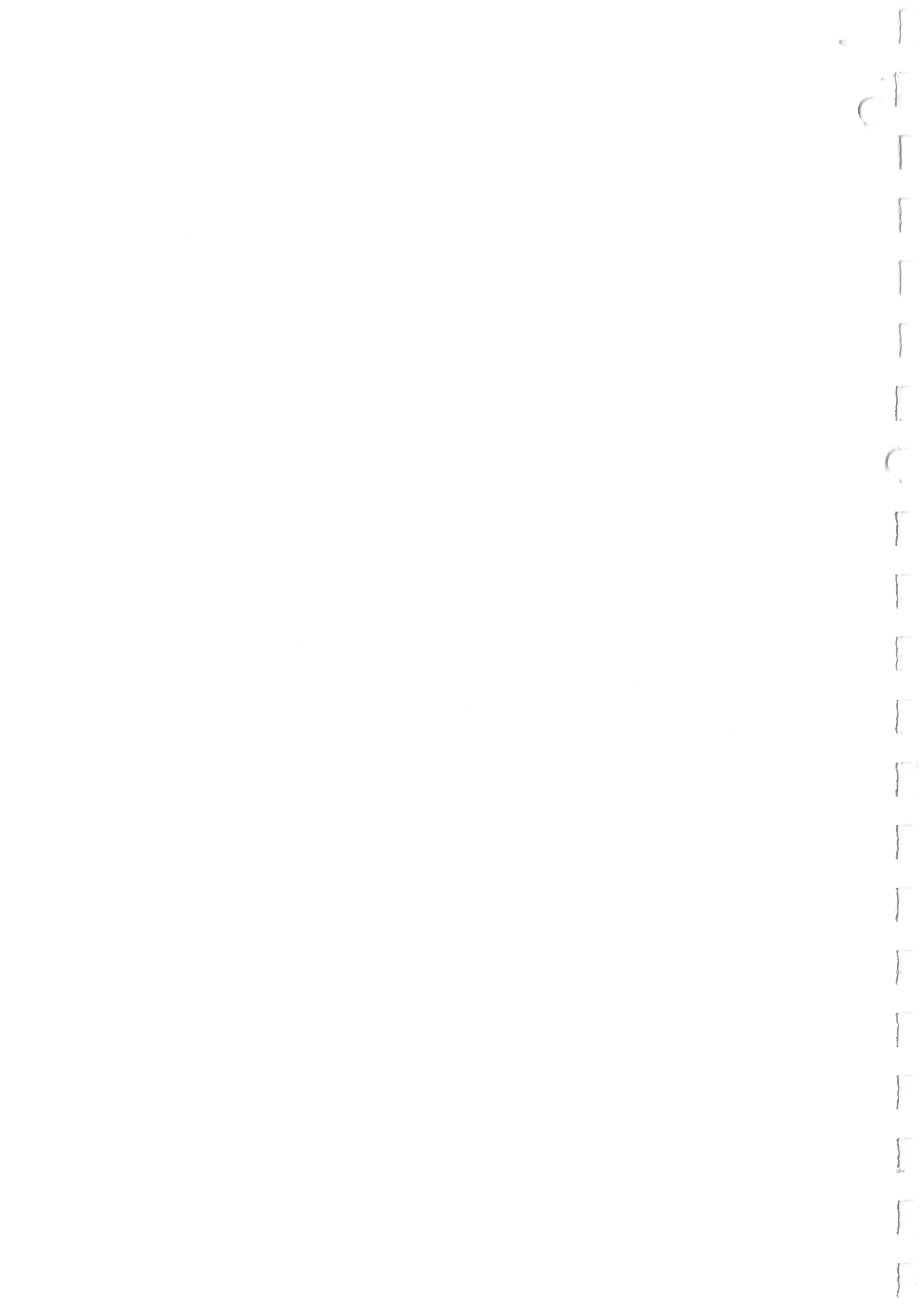
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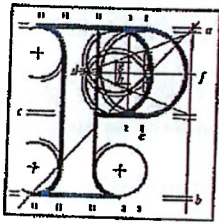
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64 Sráid Maoilbhríde
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D01 V902

64 Marlborough Street
Dublin 1
D01 V902







**An
Bord
Pleanála**

**Board Order
ABP-316990-23**

Planning and Development Acts 2000 to 2022

Planning Authority: Louth County Council

Planning Register Reference Number: 2364

Appeal by Christopher Browne of 73 Chapel Street, Dundalk, County Louth against the decision made on the 6th day of April, 2023 by Louth County Council to grant subject to conditions permission to McPartland Brothers Builders care of Genesis Planning Consultants of Dean Swift Building, Armagh Business Park, Hamiltonsbawn Road, Armagh, Northern Ireland in accordance with plans and particulars lodged with the said Council.

Proposed Development: Permission for a Large-scale Residential Development consisting of a total of 183 number residential units along with provision of creche as follows: (a) Site excavation works to facilitate the proposed development to include excavation and general site preparation works. (b) The provision of a total of 64 number residential dwellings which will consist of the following unit mix - 38 number three-bed semi-detached dwellings (house type A); eight number four-bed semi-detached dwellings (house type A1); eight number three-bed semi-detached dwellings (house type A1); one number four-bed semi-detached dwelling (house type A2); one number three-bed semi-detached dwelling (house type A2); four number four-bed detached dwellings (house type B); three number four-bed detached dwellings (house type C), and one number three-bed detached dwelling

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(house type D). (c) The provision of a total of 119 number apartments/duplex units consisting of 21 number one-bed units; 57 number two-bed units and 41 number three-bed units across six number blocks ranging in height up to six number storeys). (d) Provision of a creche. (e) Provision of associated car parking at surface level via a combination of in-curtilage parking for dwellings and via on-street parking for the creche, duplexes and apartment units. (f) Provision of electric vehicle charge points with associated infrastructure ducting to provide charge points for residents throughout the site. (g) Provision of associated bicycle storage facilities at surface level throughout the site and bin storage facilities. (h) Use of existing access from Dublin Road with associated upgrade works to the existing internal access road to facilitate vehicular, pedestrian and cycle access. (i) Provision of internal access roads and footpaths and associated connections to the existing Bellfield residential estate. (j) Provision of residential communal open space areas to include a formal play area along with all hard and soft landscape works with public lighting, planting and boundary treatments to include boundary walls, railings and fencing. (k) Provision of one number ESB substation. (l) Internal site works and attenuation systems to include for hydrocarbon and silt interceptors on the storm network prior to discharge to the on-site soakways, and (m) all ancillary site development/construction works to facilitate foul, water and service networks for connection to the existing foul, water, gas and ESB networks. A Natura Impact Statement has been submitted with this application, all at Bellfield, Haggardstown, Dundalk, County Louth.

Decision

GRANT permission for the above proposed development in accordance with the said plans and particulars based on the reasons and considerations under and subject to the conditions set out below.

Reasons and Considerations

In arriving at its decision, the Board had regard to the following:

- (a) the provisions of the Louth County Development Plan 2021 - 2027 (as varied);
- (b) the "A1 - Existing Residential" zoning objective for the majority of the site which seeks "to protect and enhance the amenity and character of existing residential communities" together with the "A2 - New Residential Phase 1" zoning objective for the remainder of the site (at the entrance to the north-west of the site) which seeks "to provide for new residential neighbourhoods and supporting community facilities";
- (c) "Housing for All", issued by the Department of Housing, Local Government and Heritage in 2021, and "Rebuilding Ireland Action Plan for Housing and Homelessness" issued in 2016;
- (d) the "Sustainable Residential Development in Urban Areas, Guidelines for Planning Authorities" and the accompanying "Urban Design Manual – A Best Practice Guide", issued by the Department of the Environment, Heritage and Local Government in May, 2009;
- (e) the "Sustainable Urban Housing: Design Standards for New Apartments Guidelines for Planning Authorities", issued by the Department of Housing, Planning and Local Government in December 2022;
- (f) the "Urban Development and Building Heights - Guidelines for Planning Authorities" issued by the Department of Housing, Planning and Local government in 2018;
- (g) the provisions of the "Design Manual for Urban Roads and Streets" (DMURS), issued by the Department of Transport, Tourism and Sport and the Department of the Environment, Community and Local Government in March 2019, as amended;
- (h) the nature, scale and design of the proposed development and the availability in the area of a wide range of social, transport and services infrastructure;
- (i) the pattern of existing and permitted development in the area;



- (j) the submissions and observations received with the planning application and the appeal, and
- (k) the Inspectors Report.

The Board considered, subject to compliance with the conditions set out below, that the proposed development would not seriously injure the residential or visual amenities of the area or of property in the vicinity, would be acceptable in terms of urban design, height and quantum of development and would be acceptable in terms of traffic and pedestrian safety and convenience. The proposed development would, therefore, be in accordance with the proper planning and sustainable development of the area.

Appropriate Assessment Screening

The Board agreed with the screening assessment and conclusion carried out in the Inspector's report that European Sites Dundalk Bay Special Area of Conservation (Site Code: 000455) and Dundalk Bay Special Protection Area (Site Code: 004026) were the only European sites in respect of which the proposed development has the potential to have significant effects and for which Appropriate Assessment is required.

Appropriate Assessment

The Board considered the Natura impact statement and associated documentation submitted with the application for approval, the mitigation measures contained therein, the submissions and observations on file, and the Inspector's assessment.

The Board completed an appropriate assessment of the implications of the proposed development for the affected European sites, namely Dundalk Bay Special Area of Conservation (Site Code: 000455) and Dundalk Bay Special Protection Area (Site Code: 004026), in view of the sites' conservation objectives.

The Board considered that the information before it was adequate to allow the carrying out of an appropriate assessment. In completing the appropriate assessment, the Board considered, in particular, the following:

- (i) the likely direct and indirect impacts arising from the proposed development, either individually or in combination with other plans or projects,
- (ii) the mitigation measures which are included as part of the current proposal, and
- (iii) the conservation objectives for the European sites.

In completing the appropriate assessment, the Board accepted and adopted the screening and the appropriate assessment carried out in the Inspector's report in respect of the potential effects of the proposed development on the aforementioned European sites, having regard to the sites' conservation objectives.

In overall conclusion, the Board was satisfied that the proposed development, either by itself or in combination with other plans or projects, would not adversely affect the integrity of the European sites, in view of the sites' conservation objectives.

Environmental Impact Assessment

The Board completed an Environmental Impact Assessment screening of the proposed development and considered that the Environmental Impact Assessment Screening Report submitted by the applicant, which contains the information set out Schedule 7A of the Planning and Development Regulations 2001, as amended, identifies and describes adequately the direct, indirect, secondary, and cumulative effects of the proposed development on the environment.





Having regard to:

- (a) the nature and scale of the proposed development, which is below the threshold in respect of Class 10(b)(iv) and Class 13 of Part 2 of Schedule 5 of the Planning and Development Regulations 2001, as amended;
- (b) Class 14 of Part 2 of Schedule 5 of the Planning and Development Regulations 2001, as amended;
- (c) the location of the site on lands governed by zoning objective "A1 - Existing Residential" zoning objective for the majority of the site which seeks "to protect and enhance the amenity and character of existing residential communities" together with the "A2 New Residential Phase 1" zoning objective for the remainder of the site (at the entrance to the north-west of the site) which seeks "to provide for new residential neighbourhoods and supporting community facilities" in the Louth County Development Plan 2021 - 2027 (as varied), and the results of the strategic environmental assessment of the Louth County Development Plan undertaken in accordance with the SEA Directive (2001/42/EC);
- (d) the existing use on the site and pattern of development in surrounding area;
- (e) the planning history relating to the site;
- (f) the availability of mains water and wastewater services to serve the proposed development;
- (g) the criteria set out in Schedule 7 of the Planning and Development Regulations 2001, as amended, and
- (h) the features and measures proposed by the applicant envisaged to avoid or prevent what might otherwise be significant effects on the environment, including measures identified in the Construction and Demolition Management Plan,

it is considered that the proposed development would not be likely to have significant effects on the environment and that the preparation and submission of an Environmental Impact Assessment Report would not, therefore, be required.



Conclusions on Proper Planning and Sustainable Development

The Board considered that, subject to compliance with the conditions set out below, the proposed development would constitute an acceptable residential density at this location, would not seriously injure the residential or visual amenities of the area or of property in the vicinity, would be acceptable in terms of urban design, height, and quantum of development, as well as in terms of traffic and pedestrian safety and convenience. The proposed development would, subject to conditions, provide an acceptable form of residential amenity for future occupants. The Board considers that the proposed development would be compliant with the Louth County Development Plan 2021 - 2027 (as varied), and would, therefore, be in accordance with the proper planning and sustainable development of the area.

Conditions

1. The development shall be carried out and completed in accordance with the plans and particulars lodged with the application, except as may otherwise be required in order to comply with the following conditions. Where such conditions require details to be agreed with the Planning Authority, the developer shall agree such details in writing with the Planning Authority prior to commencement of development, or as otherwise stipulated by conditions hereunder, and the development shall be carried out and completed in accordance with the agreed particulars. In default of agreement the matter(s) in dispute shall be referred to An Bord Pleanála for determination.

Reason: In the interest of clarity.

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2. The Developer is required to phase the development as follows, unless otherwise agreed in writing with the Planning Authority:
- (a) The apartment blocks and duplexes within the overall scheme shall be constructed prior to any houses,
 - (b) The crèche facility shall be constructed prior to the occupation of any residential unit on site.
 - (c) The public open space and associated play equipment including lighting shall be completed in full and all public areas landscaped as submitted and available for use prior to the occupation of any residential unit on site.

Reason: To ensure orderly development and a proper standard of construction and ensure residential facilities are in place prior to occupation.

3. Details of the materials, colours, and textures of all the external finishes to the proposed building shall be as submitted with the application, unless otherwise agreed in writing with, the Planning Authority prior to commencement of development. In default of agreement the matter(s) in dispute shall be referred to An Bord Pleanála for determination.

Reason: In the interest of visual amenity.

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4. Proposals for a naming and numbering scheme and associated signage shall be submitted to, and agreed in writing with, the planning authority prior to commencement of development. Thereafter, all signs, and apartment numbers, shall be provided in accordance with the agreed scheme. The proposed names shall be based on local historical or topographical features, or other alternatives acceptable to the planning authority. No advertisements/marketing signage relating to the name(s) of the site shall be erected until the developer has obtained the planning authority's written agreement to the proposed name(s).

Reason: In the interest of urban legibility and to ensure the use of locally appropriate place names for new residential areas.

5. Public lighting shall be provided in accordance with a scheme, which shall include lighting along pedestrian routes through the communal open spaces, details of which shall be submitted to, and agreed in writing with, the Planning Authority prior to commencement of development/installation of lighting. Such lighting shall be provided prior to the making available for occupation of any residential unit.

Reason: In the interests of amenity and public safety.

6. All service cables associated with the proposed development (such as electrical, telecommunications and communal television) shall be located underground. Ducting shall be provided by the developer, to facilitate the provision of broadband infrastructure within the proposed development.

Reason: In the interests of visual and residential amenity.

7. The road network serving the proposed development, including turning bays, junction with the public road, parking areas, footpaths and kerbs and access road to service areas shall be in accordance with the detailed construction standards of the Planning Authority for such works. In default of agreement the matter(s) in dispute shall be referred to An Bord Pleanála for determination.

Reason: In the interest of amenity and of traffic and pedestrian safety.

8. A minimum of 10% of all car parking spaces serving the apartments and duplex units should be provided with functioning EV charging stations/ points, and ducting shall be provided for all remaining car parking spaces, including in-curtilage spaces, facilitating the installation of EV charging points/stations at a later date. Where proposals relating to the installation of EV ducting and charging stations/points has not been submitted with the application, in accordance with the above noted requirements, such proposals shall be submitted and agreed in writing with the Planning Authority prior to the occupation of the development.

Reason: To provide for and/or future proof the development such as would facilitate the use of Electric Vehicles.

9. Drainage arrangements including the attenuation and disposal of surface water, shall comply with the requirements of the Planning Authority for such works and services.

Reason: In the interest of public health and surface water management

10. The developer shall enter into water and wastewater connection agreement(s) with Irish Water, prior to commencement of development.

Reason: In the interest of public health.

11. (a) All the environmental, construction and ecological mitigation measures, as set out in the Natura Impact Report and associated documentation submitted with the application, shall be implemented by the developer in conjunction with the timelines set out therein, except as may otherwise be required in order to comply with the conditions of this order.
- (b) The developer should retain the services of a recognised and suitably qualified ecologist to oversee the construction of the subject development and advice on the specified measures as set out in the application. The developer shall confirm the name of the ecologist prior to commencement of development for the written agreement of the planning authority.
- (c) The developer should provide bat boxes as required ensuring that bat roosting nests are provided along tree lines around the subject site so as to prevent loss or reduction of existing habitats for commuting bats.

Reason: To avoid any potential harmful effects to the Natura Network and to ensure environmental sustainability of the subject site.

12. The management and maintenance of the proposed development following its completion shall be the responsibility of a legally constituted management company. A management scheme providing adequate measures for the future maintenance of public open spaces, roads and communal areas shall be submitted to, and agreed in writing with, the planning authority prior to occupation of the development.

Reason: To provide for the satisfactory future maintenance of this development in the interest of residential amenity.

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13. Prior to the commencement of development, the developer or any agent acting on its behalf, shall prepare a Resource Waste Management Plan (RWMP) as set out in the EPA's Best Practice Guidelines for the Preparation of Resource and Waste Management Plans for Construction and Demolition Projects (2021) including demonstration of proposals to adhere to best practice and protocols. The RWMP shall include specific proposals as to how the RWMP will be measured and monitored for effectiveness; these details shall be placed on the file and retained as part of the public record. The RWMP must be submitted to the planning authority for written agreement prior to the commencement of development. All records (including for waste and all resources) pursuant to the agreed RWMP shall be made available for inspection at the site office at all times.

Reason: In the interest of sustainable waste management.

14. The construction of the development shall be managed in accordance with a Construction Management Plan, which shall be submitted to, and agreed in writing with, the planning authority prior to commencement of development. This plan shall provide details of intended construction practice for the development, including:

- (a) location of the site and materials compound(s) including area(s) identified for the storage of construction refuse;
- (b) location of areas for construction site offices and staff facilities;
- (c) details of site security fencing and hoardings;
- (d) details of on-site car parking facilities for site workers during the course of construction;
- (e) details of the timing and routing of construction traffic to and from the construction site and associated directional signage, to include proposals to facilitate the delivery of abnormal loads to the site;

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- (f) measures to obviate queuing of construction traffic on the adjoining road network;
- (g) measures to prevent the spillage or deposit of clay, rubble or other debris on the public road network;
- (h) alternative arrangements to be put in place for pedestrians and vehicles in the case of the closure of any public road or footpath during the course of site development works;
- (i) details of appropriate mitigation measures for noise, dust and vibration, and monitoring of such levels;
- (j) containment of all construction-related fuel and oil within specially constructed bunds to ensure that fuel spillages are fully contained. Such bunds shall be roofed to exclude rainwater;
- (k) off-site disposal of construction/demolition waste and details of how it is proposed to manage excavated soil;
- (l) means to ensure that surface water run-off is controlled such that no silt or other pollutants enter local surface water sewers or drains; and
- (m) a record of daily checks that the works are being undertaken in accordance with the Construction Management Plan shall be kept for inspection by the planning authority.

Reason: In the interests of amenities, public health and safety.

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15. Site development and building works shall be carried out only between the hours of 0700 and 1900 from Mondays to Fridays inclusive, between 0900 to 1400 hours on Saturdays and not at all on Sundays and public holidays. Deviation from these times will only be allowed in exceptional circumstances where prior written approval has been received from the planning authority.

Reason: In order to safeguard the residential amenities of property in the vicinity.

16. A plan containing details for the management of waste (and, in particular, recyclable materials) within the development, including the provision of facilities for the storage, separation and collection of the waste and, in particular, recyclable materials within each house plot shall be submitted to, and agreed in writing with, the planning authority prior to commencement of development. Thereafter, the waste shall be managed in accordance with the agreed plan.

Reason: To provide for the appropriate management of waste and, in particular recyclable materials, in the interest of protecting the environment.

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17. Prior to commencement of development, the applicant or other person with an interest in the land to which the application relates shall enter into an agreement in writing with the planning authority in relation to the provision of housing in accordance with the requirements of section 94(4) and section 96(2) and (3) (Part V) of the Planning and Development Act 2000, as amended, unless an exemption certificate shall have been applied for and been granted under section 97 of the Act, as amended. Where such an agreement is not reached within eight weeks from the date of this order, the matter in dispute (other than a matter to which section 96(7) applies) may be referred by the planning authority or any other prospective party to the agreement to An Bord Pleanála for determination.

Reason: To comply with the requirements of Part V of the Planning and Act 2000, as amended, and of the housing strategy in the development plan of the area.

18. The developer shall facilitate the preservation, recording and protection of archaeological materials or features that may exist within the site. In this regard, the developer shall:
- (a) notify the planning authority in writing at least four weeks prior to the commencement of any site operation (including hydrological and geotechnical investigations) relating to the proposed development,
 - (b) All ground reduction should be subject to a programme of archaeological monitoring, under licence, by a suitably qualified archaeologist,
 - (c) where archaeological material is shown to be present, avoidance, preservation in situ, or preservation by record (excavation) may be required. Works may be halted pending receipt of advice from the National Monuments Service, Department of Housing, Local

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Government and Heritage who will advise the applicant/developer with regard to these matters.

- (d) On completion of monitoring of ground reduction and any archaeological excavations arising, the archaeologist shall submit a written report to the planning authority and to the Department of Housing, Local Government and Heritage for consideration.
- (e) In default of agreement on any of these requirements, the matter shall be referred to An Bord Pleanála for determination.

Reason: In order to conserve the archaeological heritage of the site and to secure the preservation and protection of any remains that may exist within the site.

19. Prior to the commencement of any house or duplex unit in the development as permitted, the applicant or any person with an interest in the land shall enter into an agreement with the planning authority (such agreement must specify the number and location of each house or duplex unit), pursuant to Section 47 of the Planning and Development Act 2000, as amended, that restricts all houses and duplex units permitted, to first occupation by individual purchasers i.e. those not being a corporate entity, and/or by those eligible for the occupation of social and/or affordable housing, including cost rental housing.

Reason: To restrict new housing to use by persons of a particular class or description in order to ensure an adequate choice and supply of housing, including affordable housing, in the common good.

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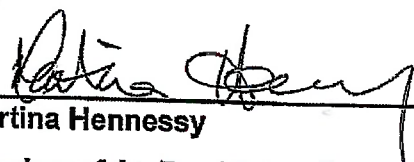
20. Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or other security to secure the provision and satisfactory completion and maintenance until taken in charge by the local authority of roads, footpaths, watermains, drains, public open space and other services required in connection with the development, coupled with an agreement empowering the local authority to apply such security or part thereof to the satisfactory completion or maintenance of any part of the development. The form and amount of the security shall be as agreed between the planning authority and the developer or, in default of agreement, shall be referred to An Bord Pleanála for determination.

Reason: To ensure the satisfactory completion and maintenance of the development until taken in charge.



21. The developer shall pay to the planning authority a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the planning authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act 2000, as amended. The contribution shall be paid prior to commencement of development or in such phased payments as the planning authority may facilitate and shall be subject to any applicable indexation provisions of the Scheme at the time of payment. Details of the application of the terms of the Scheme shall be agreed between the planning authority and the developer or, in default of such agreement, the matter shall be referred to An Bord Pleanála to determine the proper application of the terms of the Scheme.

Reason: It is a requirement of the Planning and Development Act 2000, as amended, that a condition requiring a contribution in accordance with the Development Contribution Scheme made under section 48 of the Act be applied to the permission.


Martina Hennessy
Member of An Bord Pleanála
duly authorised to authenticate
the seal of the Board.

Dated this 31st day of July 2023.

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Regulated by the SRA in England & Wales VAT Reg No 9067494J

Our Ref: CA/AF/MCP0140083

Your Ref: 2364

26th January 2024

HAND DELIVERY

URGENT RESPONSE REQUIRED

Planning Department
Louth County Council
Millenium Buildings
Dundalk

RE: Our Client – McParland Bros Builders Limited
New Estate at Bellfield, Haggardstown, Dundalk, Co. Louth
Planning Permission 2364 ("the PP")
An Bord Pleanála Ref: ABP-316990-23 ("the ABP Decision")

Dear Recipient

We confirm we act on behalf of the above named developer and we refer to the Planning Permission granted by the Bord under the above reference.

1. The ABP Decision (stamp dated 03 August 2023) granted the Permission for the proposed development subject to a number of Conditions. In particular Condition No 2 states:

The Developer is required to phase the development as follows: unless otherwise agreed in writing with the Planning Authority:

- (a) The apartment blocks and duplexes within the overall scheme shall be constructed prior to any houses.
- (b) The creche facility shall be constructed prior to the occupation of any residential unit on site.
- (c) The public open space and associated play equipment including lighting shall be completed in full and all public areas landscaped as submitted and available for use prior to the occupation of any residential unit on site.

Reason: To ensure orderly development and a proper standard of construction and ensure residential facilities are in place prior to occupation.

*"We aim to provide our clients with a legal service which is second to none.
Our service is efficient, professional and totally reliable."*

2. Our Client hereby **formally applies to Louth County Council to agree a variation** of Condition 2(a) to permit the phasing of the residential part of the development as set out in the Schedule hereto. This is to provide for the construction of houses simultaneously with the apartments and duplexes and the facilities.
3. **Please let us have your written decision** by no later than four weeks from the date hereof to this office, i.e. **by 5:00 p.m.Friday, 23rd February 2024** or earlier if at all possible.

Reasons for request.

4. Condition No 2 clearly anticipates and facilitates the Planning Authority, in varying the phasing of the development,. The reality is that it would be impracticable for our Client to complete all of the Apartment Blocks and Duplexes before commencing on the housing. The Inspector's report offered no reason for this requirement to phase the residential part of the development and merely commented that the Council's decision was reasonable. However, the original decision by the Council provided no substantial reason for the phasing of the residential development in this way. The quoted reason given in Condition 16 to that permission, "To ensure orderly development and proper standard of construction . . . " does not provide any rational basis for the phasing of the residential element of the development.
5. It is clearly within the discretion of the Planning Authority to agree to a variation of condition 2(a), and our client wishes to reach agreement with Louth County Council for such a variation of the phasing that will make the development feasible for our client as a private developer, as well as assist the Planning Authority and Louth County Council in fulfilling their obvious desire for more apartments in developments and more mixed social classes of housing. It submitted that a variation of Condition 2(a) as proposed herein is in accordance with the proper planning and development of the area.
6. **Proposal:-**

We believe a meeting may prove beneficial and we hereby request a meeting with Louth County Council's Planning Department within 7 days to discuss this formal request to review the phasing of the development and reach agreement. Please confirm you are agreeable to meet with us and our client and his planning advisors, Eamon Larkin of Milligan Larkin Reside and Padraig Herr of Herr Engineering. We propose a meeting early in February and we suggest **Monday, 5th February at 11:00 a.m.** at Louth County Council's offices (or alternatively **Wednesday 7th February at 11:00 a.m.** if preferred).

Please confirm.

If, on the other hand, the Council finds the proposal in the attached schedule acceptable, please confirm in writing and/or telephone Ms. Allison of this office to discuss, failing that, if you require further information in advance of the proposed meeting, please confirm this by return.

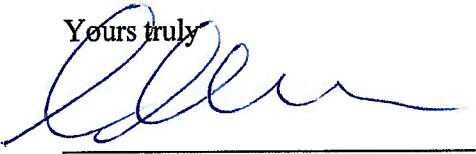
7. **Conclusion:-**

The overriding objective of our Client is to make this development viable both for itself and Louth County Council and to achieve a practical phasing of the manner in which the development is constructed.

We trust the Council will agree to work together with our client to reach agreement but in any even we require a formal decision and response to this application by **Friday 23rd February 2024.**

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Yours truly

A handwritten signature in blue ink, appearing to be 'Catherine Allison & Co', written over a horizontal line.

Catherine Allison & Co

Att: Schedule Re Proposed Phasing and map.

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SCHEDULE RE PROPOSED PHASING

Re: New Estate at Bellfield, Dundalk, Co. Louth

See below proposed phasing for Bellfield new residential development. The attached drawing illustrates phasing approach and below text indicates the schedule of buildings proposed within each phase of the works. Each schedule indicates the typology and quantum of the different units to be delivered. It may be seen that an almost equal number of apartments/duplexes are built in each phase and the majority of houses are delivered in phase 2.

Development Phase 1

- Total area 24715m²
- Open space 4755m² (19.2%)
- Creche
- 31 No. Apartments Block J - units 153-183
- 28 No. Duplex apartments Block E - units 137-144 / Block F - units 129-136 / Block G - units 117-128
- 24 No. Houses Units 1-15, 56 & 145-152
- Construction of associated development roads and services

Development Phase 2

- Total area 27718m²
- Open space 4699m² (16.95%)
- 54 No. Apartments Block I - units 63-116
- 6 No. Duplex apartments Block H - units 57-62
- 40 No. Houses Units 16-55
- Construction of part of new Local Distributor Road
- Construction of associated development roads and services

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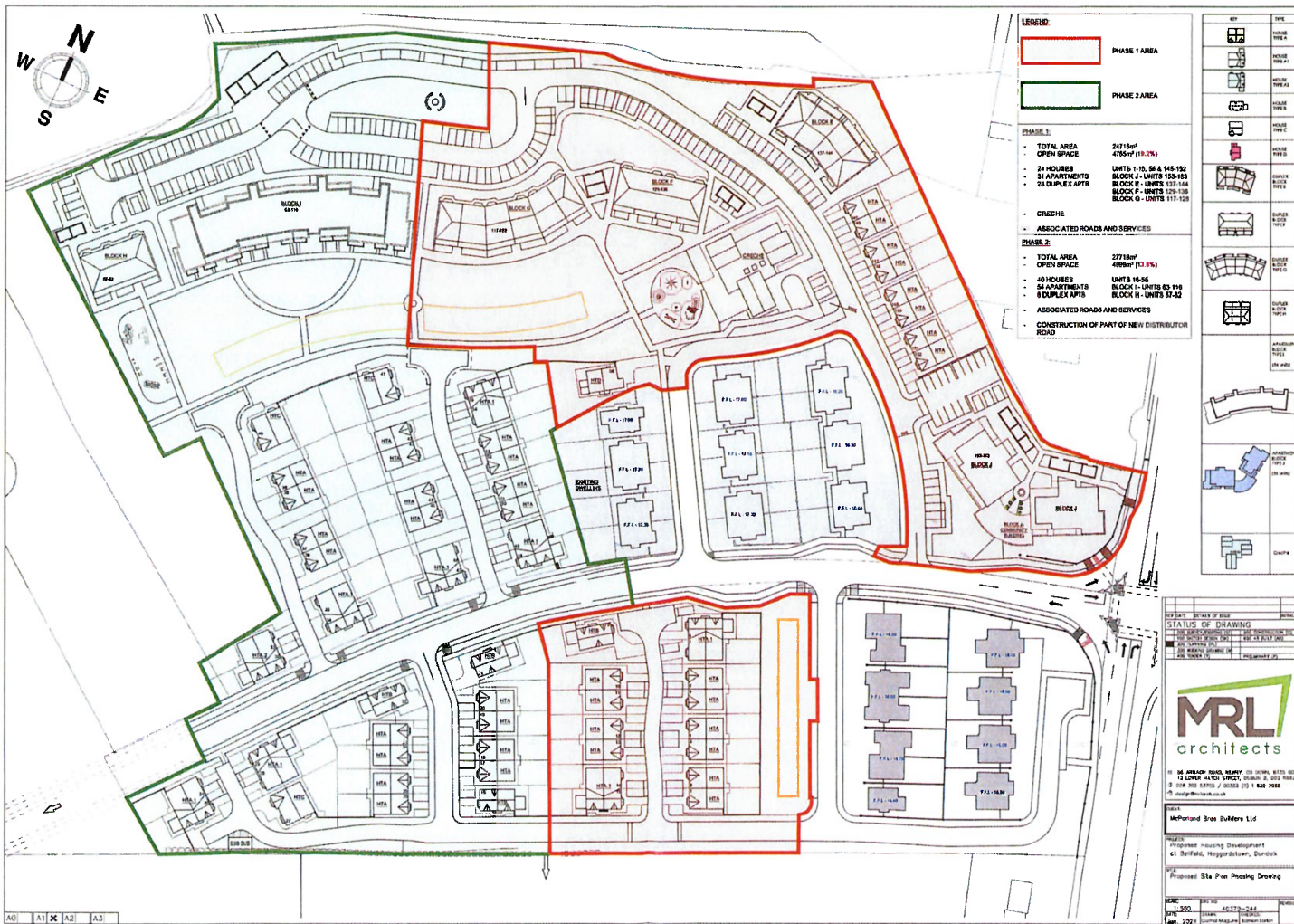
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Comhairle Contae Lú
Louth County Council

McParland Bros Builders Ltd
c/o Catherine Allison & Co. Solicitors,
6 Roden Place,
Dundalk,
Co. Louth
A91 K265

RECEIVED

6 FEB 2024

31st January 2024

Planning Reg. **Ref: 2364**
Applicant: **McParland Bros Builders Ltd**
Location: **Bellfield, Haggardstown, Dundalk, Co. Louth**
Condition No: **2 (Phasing of Development)**

Dear Sir/Madam,

I wish to acknowledge receipt of your correspondence and enclosures dated 26th January 2024 in relation to compliance with the above permission.

Your proposal as submitted on the 26th January 2024 has been considered by Joanna Kelly, Senior Planner & Declan Conlon, Executive Planner and it is considered acceptable as per the submitted Schedule Re Proposed Phasing and Proposed Site Plan Phasing drawing number 40379-244.

This matter has been dealt with by **Joanna Kelly, Senior Planner and Declan Conlon, Executive Planner.**

Yours faithfully,

Ronan Gaughran
Planning Section

Comhairle Contae Lú
Halla an Bhaile
Sráid Crowe
Dún Dealgan
Contae Lú
A91 W20C

Louth County Council
Town Hall
Crowe Street
Dundalk
County Louth
A91 W20C

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Cuirfear fáilte roimh chomhfhreagras Gaeilge - Correspondence in Irish is welcome
Féach foláirimh faoi Lú ón gComhairle ag www.mapalerter.ie/Louth
View Council alerts for Louth at www.mapalerter.ie/Louth

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Our Ref: CA/AF/MCP0140083

8th March 2024

FAO Maureen Walsh
Louth County Council
Financial Department
Millennium Buildings
St. Alphonsus Road
Dundalk, Co. Louth
E: Maureen.walsh@louthcoco.ie

RE: Our Client – McParland Bros Builders Limited
New Estate at Bellfield, Haggardstown, Dundalk, Co. Louth
Planning Permission 2364 (“the PP”)
An Bord Pleanala Ref: ABP-316990-23 (“the ABP Decision”)

Dear Recipient,

We refer to the conditions of An Bord Pleanala permission referred to above, condition number 20 and 21, number 20 being in respect of the security/bond and No 21 in respect of the financial conditions (which are mirrored also in the original Grant of Planning Permission referred to above). We hereby request consent from the Council on our client's behalf for the following:-

1. Condition 21:- Confirmation that you are agreeable to our client's undertaking to be confirmed by this office on their behalf as solicitors acting in the sales in the development to pay the financial contributions pro-rata per unit in the development from the sale proceeds to the Council where applicable and where “the current waiver” of financial conditions does not apply , and;
 - 1.1 We note if waiver applies re units completed by December 2025 you will send financial conditions compliance letter where appropriate.
2. Further, in respect of Condition 20 security bond, as the Council is aware the property is being divided into phase one and two as agreed and as per the attached schedule of phasing agreed with the Council as per the Council's letter of 31st January 2024. It would be draconian in the extreme to require the entire deposit to be lodged and would not be financially possible. Our client's preference would be to pay this pro-rata in proportion to the sale of each unit and an undertaking to be provided in the same manner as the financial contributions and this would be the most acceptable

version to our client **We note the Planning Permission already refers to the breakdown of the bond of €603,900 as €3,300 per unit for 183.** This is illustrative of the fact the bond should be payable in this manner. Please confirm.

We would be grateful for your cooperation bearing in mind this is a large development which requires substantial finance to make it viable and there must be a reality to the manner in which the financial bond and contributions are allocated to allow the project to get off the ground. We note it is common practice and has been agreed on a number of developments to facilitate developers in this regard and we would be grateful for the Council's cooperation in this instance.

We look forward to hearing from you.

Yours truly

CATHERINE ALLISON & CO



SCHEDULE RE PROPOSED PHASING

Re: New Estate at Bellfield, Dundalk, Co. Louth

See below proposed phasing for Bellfield new residential development. The attached drawing illustrates phasing approach and below text indicates the schedule of buildings proposed within each phase of the works. Each schedule indicates the typology and quantum of the different units to be delivered. It may be seen that an almost equal number of apartments/duplexes are built in each phase and the majority of houses are delivered in phase 2.

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- Total area 24715m²
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Comhairle Contae Lú
Louth County Council

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Dún Dealgan
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W www.louthcoco.ie

Catherine Allison & Co
Solicitors
6 Roden Place
Dundalk
Co. Louth
A91 K265

RECEIVED

21 MAR 2024

**Re: Planning Ref. 23/64 & ABP-316990-23
Development at Bellfield, Haggardstown, Dundalk, Co. Louth.**

Dear Sir/Madam

I refer to your letter dated 8th March regarding financial contributions of the above planning permission and can confirm our payment policy's as below.

Condition 21 Financial Contributions – Monthly DD of €1,000 per month and full levy on the sale of each house thereafter until such time as the units are paid in full.

Temporary waiver application may apply for units commenced prior to 24th April 2024 and complete by December 2025.

Condition 20 - Our bond policy for developments of 101 plus units is that the bond must be paid for the first 100 units plus 50% of the Bond for remaining units up front on receipt of Invoice and prior to commencement of development. Plus, a payment plan of monthly payments with the balance of the bond for the full planning permission to be cleared within a 12-month period.

If we can be of any further assistance please do not hesitate to contact us.
I may be contacted at 042 9324183 or email devlevy@louthcoco.ie

Yours faithfully

Maureen Walsh
Senior Staff Officer
Development Levy Section

Handwritten text, likely bleed-through from the reverse side of the page. The text is arranged in a vertical column and appears to be a list or series of entries, possibly names or dates, though the characters are difficult to decipher due to the cursive style and bleed-through.





CATHERINE ALLISON & CO. SOLICITORS		6 Roden Place, Dundalk, Co. Louth, Ireland A91 K265 15a Margaret Street, Newry, Co. Down, Northern Ireland BT34 1BP
Principal: * Catherine Allison LL.B. Hons. Dip. Com. Prop. PIP (Personal Insolvency Practitioner)	Telephone: 00 353 4293 20854 (8 lines) Facsimile: 00 353 4293 20855 N.I. Telephone: 02830 251756 Email: info@callison.ie Website: www.callison.ie DX 24007 Dundalk	* Admitted and Practising in N.I., England, Wales & Ireland + Admitted & Practising in Ireland * Admitted & Practising in Ireland & Northern Ireland Regulated by the SRA in England & Wales VAT Reg No 90674941
Associates: • Annemarie Grant LL.B. Hons. + Lindsay Crawley LL.B. Hons. + Grace Marley LL.B. Hons.		
Senior Legal Executives: Leifla Grace S.I.L.L.Ex. Dip. Family Law & Commissioner for Oaths Kathleen McGeaney M.I.L.L.Ex.		

Our Ref: CA/AF/MCP0140083

22nd March 2024

FAO Maureen Walsh
 Louth County Council
 Financial Department
 Millennium Buildings
 St. Alphonsus Road
 Dundalk, Co. Louth
 E: Maureen.walsh@louthcoco.ie

RE: Our Client – McParland Bros Builders Limited
New Estate at Bellfield, Haggardstown, Dundalk, Co. Louth
Planning Permission 2364 (“the PP”)
An Bord Pleanala Ref: ABP-316990-23 (“the ABP Decision”)

Dear Recipient,

We refer to your letter received 21st March re the above and comment as follows:-

1. Condition 21 Financial Contributions – The Commencement Notice will be served for the Phase One units prior to 24th April, 2024 so waiver will apply re these.
2. Condition 20 – The Bond – The proposal suggested by you is simply not feasible to pay for 100 units now. The development, as you know, is now being carried out in two phases as per the schedule and map attached and thus the bond will be divided between the two phases. The second phase will be 18 months away so it would not be feasible to pay for that at this stage. Our client proposes €100,000 on commencement of the first half of the Bond for phase one and the balance of the first half within 12 months of commencement. Phase One will be a minimum of 12 or likely 18 months to complete.

Yours truly

Sent via email and accordingly bears no signature

CATHERINE ALLISON & CO







Comhairle Contae Lú
Louth County Council

Comhairle Contae Lú
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Catherine Allison & Co
Solicitors
6 Roden Place
Dundalk
Co. Louth
A91 K265

5th April 2024

**Re: Planning Ref. 23/64 & ABP-316990-23
Development at Bellfield, Haggardstown, Dundalk, Co. Louth.**

Dear Sir/Madam

I refer to your letter dated 22nd March regarding financial contributions of the above planning permission and have to advise that the bond payment proposal suggested is not acceptable and payment of bond is due as set out in our bond policy.

Our bond policy for developments of 101 plus units is that the bond must be paid for the first 100 units plus 50% of the Bond for remaining units up front on receipt of Invoice and prior to commencement of development. Plus, a payment plan of monthly payments with the balance of the bond for the full planning permission to be cleared within a 12-month period.

If we can be of any further assistance please do not hesitate to contact us.
I may be contacted at 042 9324183 or email devlevy@louthcoco.ie

Yours faithfully

**Maureen Walsh
Senior Staff Officer
Development Levy Section**

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CATHERINE ALLISON & CO. SOLICITORS		6 Roden Place, Dundalk, Co. Louth, Ireland A91 X265 15a Margarel Street, Newry, Co. Down, Northern Ireland BT34 1BP
Principal: Catherine Allison LLB, Hons, Dip. Com. Prop. PP(Personal Insolvency Practitioner)	Telephone: 00 353 4293 20854 (8 lines) Facsimile: 00 353 4293 20855 N.I. Telephone: 02830 251756 Email: info@callison.ie Website: www.callison.ie DX 24007 Dundalk	*Admitted and Practising in N.I., England, Wales & Ireland *Admitted & Practising in Ireland *Admitted & Practising in Ireland & Northern Ireland Regulated by the SRA in England & Wales VAT Reg No 9067494J
Associates: + Annemarie Grant LLB, Hons. + Lindsay Crawley LLB, Hons. + Grace Mahey LLB, Hons.		
Senior Legal Executives: Leifia Grace S.I.I. LEX, Dip. Family Law & Commissioner for Oaths Kathleen McGeeney M.I.I. LEX.		

Our Ref: CA/AF/MCP0140083

9th April, 2024

FAO Maureen Walsh
 Louth County Council
 Financial Department
 Millennium Buildings
 St. Alphonsus Road
 Dundalk, Co. Louth
 E: Maureen.walsh@louthcoco.ie

RE: Our Client – McParland Bros Builders Limited
New Estate at Bellfield, Haggardstown, Dundalk, Co. Louth
Planning Permission 2364 ("the PP")
An Bord Pleanala Ref: ABP-316990-23 ("the ABP Decision")

Dear Recipient,

Thank you for your letter of 5th April. As previously advised, it has already been agreed with Louth County Council the phasing of the development is in two phases and therefore it is not feasible or financially viable to pay a cash bond for 101 units and 50% for the remainder. This is simply impractical. We therefore require further consideration and/or discussions with the Council in relation thereto. Please note Phase 1 includes in terms of housing 28 duplexes, 24 houses (and the 31 apartments proposed designated as Part V and S47 units to an approved Housing Body). This phasing was agreed with Louth County Council.

In the interim, please note our client's current insurance brokers are seeking to put an insurance bond in place to satisfy this condition and we will revert to you in relation thereto. Subject to receipt of this, Ms. Allison would welcome the opportunity to discuss the matter further with you on the telephone.

Please note the position.

Yours truly

Sent via email and accordingly bears no signature

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CATHERINE ALLISON & CO

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Millennium Centre
Dundalk
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McParland Bros. Builders Ltd.
Newry Road
Carrickarnon
Ravensdale
Dundalk, Co Louth
Dundalk
Co Louth

22-Oct-24
Planning Ref: 2364

Re: Development at Bellfield Haggardstown Dundalk, Co Louth Dundalk, Co Louth
Customer ID: 3005976

Dear Sir/Madam

I refer to previous correspondence on the above planning permission. It is noted that the sum of €273,900 for Bond Amount remains unpaid at today's date. I would be obliged if you could arrange for the payment to this office by return.

Failure to pay your financial contributions could result in the Local Authority initiating legal proceedings for the recovery of all outstanding development contributions. This may result in additional legal fees being incurred by you.

If you have any further queries in respect of the above please contact the Development Levy Section on (042) 9335457 or email devlevy@louthcoco.ie.

Yours faithfully

Maureen Walsh
Senior Staff Officer
Finance Section

C.C. Catherine Allison Solicitors

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CATHERINE ALLISON & CO. SOLICITORS		6 Roden Place, Dundalk, Co. Louth, Ireland A91 K265 15a Margaret Street, Newry, Co. Down, Northern Ireland BT34 1BP
Principal: *Catherine Allison LLB, Hons, Dip. Com. Prop, PIP(Personal Insolvency Practitioner)	Telephone: 00 353 4293 20854 (8 lines) Facsimile: 00 353 4293 20855 N.I. Telephone: 02830 251756 Email: info@callison.ie Website: www.callison.ie DX 24007 Dundalk	* Admitted and Practising in N.I., England, Wales & Ireland + Admitted & Practising in Ireland ♦ Admitted & Practising in Ireland & Northern Ireland Regulated by the SRA in England & Wales VAT Reg No 9067494J
Associates: ♦ Annemarie Grant LLB, Hons. + Lyndsay Crawley LLB, Hons. + Grace Marley LLB, Hons.		
Senior Legal Executives: Letitia Grace S.J.I.L.Ex, Dip. Family Law & Commissioner for Oaths Kathleen McGeeney M.I.J.L.Ex.		

Our Ref: CA/JD/MCP0140083

20th February 2025

FAO Maureen Walsh
 Louth County Council
 Financial Department
 Millennium Buildings
 St. Alphonsus Road
 Dundalk
 Co. Louth
 E: Maureen.walsh@louthcoco.ie

RE: Our Client – McParland Bros Builders Limited
New Estate at Bellfield, Haggardstown, Dundalk Co. Louth
Planning Permission 2364 (“the PP”)
An Bord Pleanala Ref: ABP-316990-23 (“the ABP Decision”)

Dear Recipient,

We refer to the Bond payment within the above planning consent for this estate.

As the Council is aware the estate was agreed to proceed in two phases with allocated units and development to each phase due to the high-volume density of this estate. We refer you to phasing consent letter of Louth County Council dated 31st January 2024 in this regard (copy attached).

Thus, the bond is only due for phase 1 (not phase 2). We note your earlier demand dated 22nd October 2024 to our client, copy of which is attached for the bond of phase 1 in the sum of €273,900.00 .

Our clients as you know were arranging the insurance policy and are met with cumbersome requirements of insurers and this is still ongoing, and the insurance policy may still issue in the near future as it has now gone back to the insurance market for tender.

In any event, in light of the ongoing delays with the insurance policy and while this may follow soon, we enclose as a gesture of good faith our receipt for payment of part of the bond for phase 1 on the sum of €100,000.



We understand interest will accrue on this at rate of 2% from date you hold this part bond of €100,000 until it is repaid to our client as per your previous correspondence to this office on other estates. Please confirm these funds are being held by HBFI as you previously advised and are not "public purse money". This is, we consider, a very low rate in the current market and perhaps this should be reviewed in view of the very substantial size of the bond payment to reflect the current market and the fact HBFI lends these funds at higher returns in our experience to builders, including funds of our clients' current lending on this Bellfield development which they finance. Perhaps they should release bond funds to our client at this fixed rate and you could cross reference this request to HBFI.

Please in the interim provide a receipt for bond re phase 1 and a balance statement re phase 1 in the sum of €173,900. This payment is made conditional on its discharge from phase 1 payment. Phase 2 has not been initiated and no payment is due.

We look forward to hearing from you.

Yours truly

CATHERINE ALLISON
CATHERINE ALLISON & CO

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Payment Details

Being processed

Amount to send

EUR 100,000.00

AIB payment fee EUR 0.00

From

CLIENT ACCOUNT

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To

LOUTH COUNTY COUNCIL

IE36BOFI90336515582234

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Details

My statement message

LOUTH COUNTY COUNC

Payee message

Bellfield planning

When do you want to send?

20/02/2025

Fees

AIB fees paid by: You

Other fees paid by: Payee

Normally arrives at the payee's bank on the same business day, if authorised before 14:00.



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Louth County Council

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W www.louthcoco.ie

RECEIVED

28 FEB 2025

Catherine Allison & Co
6 Roden Place
Dundalk
Co. Louth
A91 K265

25th February 2025

**Re: Planning Ref. 23/64 & ABP-316990-23
Development at Belfield, Haggardstown, Dundalk, Co. Louth.**

Dear Madam

I refer to your letter dated 20th March regarding financial contribution (Bond) of the above planning permission.

Your letter dated 21st January 2024 to Planning with proposed phasing of development which was accepted refers to the actual building of the development. It does not relate to the financial conditions of the permission. Condition 20(ABP-316990-23) states that Bond is due prior to commencement of development and Condition 11 (23/064) states an amount of €603,900.

As per our Bond Policy, we can accept payment for first 100 units plus 50% of the remaining units plus a monthly payment plan for the balance. This equates to €466,950 due on receipt of invoice and a payment plan for the balance of €136,950.

Commencement of this development was received April 2024 and bond has been due for payment since May 2024. We acknowledge receipt of 100,000 and as no insurance bond is in place, we look forward to receipt of the balance owed €366,950 and a 12 month payment plan for the balance of €136,950 within 14 days

Bond money is placed in an interest bearing secure deposit account and is refunded when taking in charge process is complete and no costs have been incurred by the council.

If you require any further information please contact us on 042 9324183 or email devlevy@louthcoco.ie.

Yours faithfully

Maureen Walsh
Development Levy Section

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Our Ref: CA/JD/MCP0140083
Your Ref: 2364

16th April 2025

FAO Maureen Walsh
Louth County Council
Financial Department
Millennium Buildings
St. Alphonsus Road
Dundalk
Co. Louth

**RE: Our Client – McParland Bros Builders Limited
New Estate at Bellfield, Haggardstown, Dundalk Co. Louth
Planning Permission 2364 (“the PP”)
An Bord Pleanala Ref: ABP-316990-23 (“the ABP Decision”)**

Dear Colleague

We refer to your letter of 9th April 2025. The position as stated by you is incorrect. Commencement applies to phase 1 only as site was agreed to be developed in two phases, so the Bond and all financial conditions only apply to Phase 1 so only 50% applies.

How can the Council seriously expect to be paid a Bond for a very large estate like this which will take a full 5 years to complete and to be paid for balance estate before commencement notice is served.

Thus, you issued your invoice already for half the estate and we paid €100,000 and only the balance of that will be due. Please correct your records.

Yours truly,

CATHERINE ALLISON & CO

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RECEIVED

27 MAY 2025

Catherine Allison & Co
6 Roden Place
Dundalk
Co. Louth
A91 K265

22nd May 2025

**Re: Planning Ref. 23/64 & ABP-316990-23
Development at Bellfield, Haggardstown, Dundalk, Co. Louth.**

Dear Madam

I refer to your letter dated 16th April regarding financial contribution (Bond) of the above planning permission.

Our previous letter dated 25th February clarifies the points raised in your letter.

Bond payment still due €366,950 and a payment plan for the balance of €136,950.

Yours faithfully

Maureen Walsh
Development Levy Section

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McParland Bros. Builders Ltd
Newry Road
Carrickarnon, Ravensdale,
Dundalk, Co Louth

19th June 2025

REGISTERED POST

**Re: Planning Ref. 23/64 & ABP-316990-23
Development at Bellfield, Haggardstown, Dundalk**

Dear Sir/Madam

We note that Planning Reference 23/64 issued to you on 24/04/2024 in respect of the above development at Bellfield Haggardstown Dundalk Co Louth and subsequent correspondence issued to you in relation to non compliance with financial conditions attached thereto.

It is noted that to date, you have still not complied with these conditions, the particulars of which are set out in the Schedule hereto.

The purpose of this letter is to inform you that should you fail to discharge the amounts required to secure compliance with the said conditions within the next fourteen days (from the date of this letter), Louth County Council will be passing the matter to their legal representatives with instructions to issue court proceedings for the recovery of all sums due pursuant to the provisions of Section 48(15)(c) of the Planning and Development Act 2000.

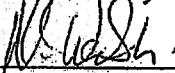
Please note that in the event that such action is necessary, this letter shall be produced in Court in support of an application to have you fixed with all legal costs arising as a result of such action.

It is well within your interest to revert within the said fourteen days and we confirm that no further notice shall be given or allowed in that regard.

SCHEDULE

Planning Condition 11 (Bond Amount) under Planning reference 23/64 balance due €503,900. €366,950 due now plus 12 month payment plan for €136,950

Yours faithfully


Maureen Walsh
Senior Staff Officer
Finance Section

Our Ref: CA/AF/MCP0140083
Your Ref: UD/25/089

2nd July 2025

FAO Thomas McEvoy
Planning Department
Louth County Council
Town Hall
Crowe Street
Co. Louth

**RE: Our Client – McParland Bros Builders Limited
New Estate at Bellfield, Haggardstown, Dundalk Co. Louth
Planning Permission 23/64 (“the PP”)
An Bord Pleanála Ref: ABP-316990-23 (“the ABP Decision”)**

Dear Mr. McEvoy,

We write to invoke your assistance and clarification on the bond payment re the above matter.

We refer to the Council’s demand for payment in their letter of 19th June 2025 (copy attached) to our client and Ms. Allison’s voluminous correspondence with the Council via Maureen Walsh regarding this matter.

We attach a copy of our letter of 20th February 2025 to Maureen Walsh of Louth County Council.

We reiterate that our client had agreed post Grant of Planning Permission with the Council’s Planning Department to carry out this development in two distinct phases, phase one and phase two, see Council Planning Department’s consent to this dated 31st January 2024. Thus, the bond should only be payable in respect of phase one. Phase two is a long way off and there are no roads or services being installed in relation to that until it commences. It is a greenfield site distinct and separate until developed.

Our client has advised they are agreeable to pay the bond in full in respect of phase one, i.e. 50% of it, approximately €302,000 we believe, and we have paid €100,000. Ms. Allison has explained to Maureen Walsh on the telephone that we have ten houses ready to complete,



which should have been the end of the July but will run into August. We will pay to the Council via an undertaking from this office, €100,000 out of the first five houses and €102,000 out of the second five houses sold. Contracts are signed for these ten houses and unfortunately, because of ESB slow connections, it will take to at least mid-August or mid-September to complete the first ten houses.

We reiterate our request for the Council to confirm consent to this and agreement that the second half of the Bond will be payable in connection with phase two on serving Commencement Notice for phase two. Our client, Paddy McParland, and Catherine Allison of this office are agreeable to meet with you if required.

Otherwise, to conclude, we would be grateful if you would confirm as follows:-

1. Consent that one half of the full bond is due for Phase 1 (€302,000 approx);
2. One half of full bond is due for Phase 2 on service of Commencement Notice re Phase 2 of site (€302,000 approx);
3. As we paid €100,000 already we can pay the other €200,000 out of the first ten houses as referred to above, which will be over the next few months.

The Council must appreciate the substantial cost to builders of building houses in a financially viable manner which huge rising costs. The Council is not at risk in relation to phase two and the Bond as nothing will be commenced until this phase one is complete, which will take at least another two years we suspect. Also, it is highly likely that phase one may very well be ready to take in charge before we even commence phase two. McParland Bros are a highly reputable, well respected firm of builders who the Council have a long history of experience without issue and we trust this will also be borne in mind.

We await hearing from you and please call Ms. Allison at this office if you wish to discuss.

Yours truly

CATHERINE ALLISON
CATHERINE ALLISON & CO

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Aine Finnegan

From: Aine Finnegan
Sent: Monday 7 July 2025 12:52
To: thomas.mcevoy@louthcoco.ie; Planningadmin
Subject: CA Ref: MCP014-0083 Re: New Estate at Bellfield, Haggardstown, Dundalk, Co. Louth (1 Document Attached)
Attachments: Letter to Louth County Council re Bond.pdf
Importance: High
PMS Reference: MCP014-0083

Dear Thomas,

We refer to our letter to you of 2nd July 2025.

We wish to put the Council on notice that we require a reply within 14 days as stated therein and failing which, if no agreement is reached, intend to invoke **Condition 20** of the ABP316990-23 and refer the matter to On Bord Pleanala, (now An Coimisiun Pleanala) for determination.

We write simply to make this position clear so that the Council are aware.

Regards

Aine Finnegan

Senior Legal Secretary & Personal
Assistant to Catherine Allison



00 353 42 93 20854



Fax: 00 353 42 93 20855

6 Roden Place, Dundalk,
County Louth, A91 K265, DX 24007

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 3. Our bank account details will never change during the course of a transaction.
 4. Please be vigilant and ensure caution at all times when responding to any requests for your bank account details by email. You should verify the authenticity of any such request by telephone.
 5. You should always call us on 04293-20854 to verify our bank account details in person on the telephone before ever sending money to us electronically.
 6. We will always call you on the telephone to verify your bank account details in person before ever sending money to you electronically.
 7. We will not accept responsibility for monies being transferred to an incorrect bank account nor shall we accept responsibility if someone intercepts an email.
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Comhairle Contae Lú
Louth County Council

Ms. Catherine Alison
Catherine Allison & Co.
Solicitors
6 Roden Place
Dundalk

15th July 2025

Your ref: CA/AF/MCP0140083
Our Ref: UD /25/089

Re: McParland Bros Builders Ltd
Development at Bellfield, Haggardstown, Dundalk
Planning 23/64 and ABP-316990-23

Dear Ms. Allison,

Thank you for your email of 7th July which included letter, dated 2nd July.
I have reviewed the contents and discussed this matter with the Management Team .

You correctly point out that the Council and your client agreed that the build out of this development would be carried out in two phases. This relates to the location, number and type of residential units/buildings to be constructed initially, thus minimising disruption to the occupants of these units during the construction of phase 2. However, you'll also note that there is no reference to bond payments in any 'phasing' correspondence with Louth CoCo and that the notification of decision by the Council to grant permission (dated 6th April 2023) included a reference (LCC condition #11) that the full bond in the amount of €603,900 is to be paid. The planning approval from An Bord Pleanála ref ABP 23-316990-23 (now An Coimisiún Pleanála) includes condition #20 which states that the bond shall be payable prior to commencement.

As the bond condition applies to the planning permission, and not the phasing of the planning permission, the full sum is due.

Louth County Council's bond policy (attached) is for the full amount of the bond to be invoiced and be payable based on the relevant planning approval. The initial bond payment is calculated on the basis of 100% of the first 100no. units and 50% towards the remaining units, and the balance being paid as part of an agreed payment plan. This calculates as €466,950 in bond due [made up of: (100 x

Comhairle Contae Lú
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Cuirfear fáilte roimh chomhfhreagras Gaeilge - Correspondence in Irish is welcome
Féach foláirimh faoi Lú ón gComhairle ag www.mapalerter.ie/Louth
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€3,300 = €330,000) + (83 x €1,650 = €136,950)], with a remaining balance of €136,950 which can be subject to an agreed payment plan.

If this is not to your client's satisfaction, you may wish to invoke Condition 20 of the ABP316990-23 decision and refer the matter to An Coimisiun Pleanala for determination.

Your Sincerely



Thomas McEvoy
Director of Services
Louth County Council

Development Levy – Bond Policy

1. Background

When granting permission for housing developments a Bond Condition is included to provide for the satisfactory completion of the development. Louth County Council only accept Cash Bonds save the following two circumstances.

- (1) If the permission was granted by An Bord Pleanála on appeal.
or
- (2) If the permission was linked to a parent permission which allowed for the submission of a paper bond.

If those two exceptional circumstances Louth County Council will only accept a paper bond (Time Unlimited) in accordance with the Council standard Bond wording (as per Circular Letter PL 11/2013 (attached)).

2. Consideration & Agreement

Time Limited (Paper) Bonds will not be accepted by Louth County Council in any circumstance. It is considered that the wording of the time limited bond allows for ambiguity, establishing exactly when the bond would expire is unclear; that the Certificate of Satisfactory Completion did not accord with the Council's standard Taking In Charge procedure and because of the above the Bond would not provide the Council with adequate accessible security in the event of default.

The Planning Authority will continue to include a Cash Bond Only by way of Condition. Louth County Council's Policy is to only accept Cash Bonds.

An Bord Pleanála is to be advised that it is the Policy of Louth County Council to no longer accept Paper Bonds in any circumstances and request that they amend their standard Bond condition to a Cash Only Bond when dealing with Louth County Council cases.

The full amount of the Bond will be invoiced for the entire planning approval and the full amount will be due for payment on commencement of the development regardless of the number of units referenced in the commencement notice.

It is agreed that Finance can accept the payment of a bond on a phased basis as outlined below. Details of the development phasing and a map showing same to be submitted with the Bond:

- Developments of 1-100 units - The bond must be paid in full on receipt of Invoice and prior to commencement of development.
- Developments of 101 plus units - The bond must be paid for the first 100 units plus 50% of the Bond for remaining units in the planning approval up front on receipt of Invoice and prior to commencement of development. Plus, a payment plan of monthly payments with the balance of the bond for the full planning Permission to be cleared within a 12-month period.

This Policy is to be strictly adhered to

Chief Executive



Date: 15/11/2023

Director of Planning



Date: 15/11/2023

Director of Finance



Date: 15/11/2023

