

# MARSTON

## PLANNING CONSULTANCY

Senior Administrative Officer,  
Planning Department,  
South Dublin County Council,  
County Hall,  
Town Centre,  
Tallaght,  
Dublin 24

Our Ref: 21047

27<sup>th</sup> March 2023

**Re : Planning and Development Act 2000-2022 and the statutory regulations (as amended). Application by Vantage Data Centers DUB11 Ltd. for development for the demolition of the two storey dwelling (207.35sqm) and associated outbuildings and farm structures (348.36sqm); and the construction of 1 no. two storey data center with plant at roof level and associated ancillary development that will have a gross floor area of 12,893sqm at this site of 3.79 hectares to the south of the New Nangor Road (R134); and on land within the townlands of Ballybane and Kilbride within Profile Park, Clondalkin, Dublin 22.**

**Reg. Ref. SD22A/0420**

**Date of additional information request: 12<sup>th</sup> January 2023**

### ADDITIONAL INFORMATION

Dear Sir / Madam,

We, Marston Planning Consultancy, 23 Grange Park, Foxrock, Dublin 18 are instructed by Vantage Data Centers DUB11 Ltd. to submit this formal response to the request for Additional Information that was dated the 12<sup>th</sup> January 2023 in relation to the planning application for the development as described above.

This response and accompanying reports and drawings, have comprehensively addressed all the elements of the Additional Information request in a reasonable manner fully justifying the development. Our response is submitted fully within the six month timeline for dealing with such issues.

The response is undertaken following consultation with various departments of South Dublin County Council. The documents submitted with this Additional Information response include an updated and revised EIAR document as a matter of clarity for the Council. A full list of enclosures is included with the cover letter that accompanies this Additional Information response.

#### **Addressing the Addition Information request**

This response has comprehensively addressed the concerns of the Planning Authority in terms of all elements but particularly in relation to balancing the zoning of the site for development with the need to retain, wherever possible, and ultimately enhance the green infrastructure setting of the site and its connections into the surrounding green infrastructure of the area. It is important to set out for the clarity of the Planning Authority the design changes that have been made in comprehensively and robustly responding to the Additional Information request.

Following receipt of the Additional Information request the applicant has undertaken a comprehensive review of the overall master planning of the site. These have included:

- Incorporation of positive elevation changes to the most prominent façade facing the entrance roundabout into the Profile Park Business Park;
- Retention of the majority of the length of the central hedgerow, with a new hedgerow to be planted to connect the retained hedgerow with the stream alignment. This was facilitated by the redesigning of the

- attenuation pond so that it lies entirely to the west of this hedgerow; and
- Replacement of the proposed culvert with a bridge and a re-profiling of the ground to ensure the biodiversity connections along the stream are retained.

In addition to these changes the Additional Information response has focussed on setting out how the scheme has positively addressed design, green infrastructure and SUDS policies and objectives of the South Dublin County Development Plan 2022-2028.

These changes to the overall proposed site layout plan have required changes to the flood and surface water attenuation that has been incorporated within the wider design with a revised landscaping design ensuring that the good principles of the screening and biodiversity gains proposed under the original application are further enhanced under this AI response.

### **Requirement for new planning notices**

We have considered the submitted Additional Information in the context of Article 35 of the Planning and Development Regulations 2001, as amended. It is our considered opinion that new notices are not required in this instance.

Our written response, which should be assessed in conjunction with the submitted details listed above, is provided below in respect of each point raised in the Council's request.

### **ADDITIONAL INFORMATION RESPONSE**

This response is broken down point by point to address each element of the Additional Information request from the Council.

#### **1. (a) The applicant has not quantified the level of office space to be provided and is requested to provide this detail. The applicant should note that if the floor area is greater than 1,000sq.m, compliance with EDE4 Objective 4 should be indicated.**

We respectfully submit that the level of office space proposed is 603sqm, and is therefore below the 1,000sqm that would require the applicant to show compliance with Policy EDE4 Objective 4 of the County Development Plan.

Whilst the office element does not amount to a major office element, as a matter of clarity for the Planning Authority as part of the Additional Information (AI) response, we can confirm that the proposed development is fully in accordance with the principles of the above policy in that the proposed main access to the proposed development site is c. 330m from bus stop no. 3383; and 350m from bus stop 3415; that serves buses travelling in both directions between Grange Castle and Santry (route 13), and Greenogue and the city centre (route 68). Route 13, in particular, is a high frequency bus service, and therefore the proposed development in being within 500m of this bus service demonstrates that it is in accordance with the Permeability Best Practice Guide (2015).

#### **(b) the applicant is requested to set out how the proposal is compliant with EDE1 Objective 6.**

In accordance with Policy EDE1, Objective 6 the proposal will undertake the following to ensure compliance with the four objectives of this policy as follows:

- The Proposed Development will result in an increase in employment densities at an appropriate level that reflects the location and access to public transport services. The application site would not be an appropriate location currently to absorb higher density of employment as it would encourage car based traffic as opposed to travel to the site via public transport;
- A Workplace Travel Plan undertaken by Ramboll in consultation with the applicant and in accordance with section 12.7.3 of the County Development Plan, accompanied the application, as originally submitted, and has been updated as part of this AI response. The Travel Plan sets out a set of objectives, targets and measures that promote walking, cycling and use of public transport. This would include the creation of a Travel Plan co-ordinator once the proposed development is operational, to reduce car usage and maximise more sustainable methods, including car sharing, of workers getting to the Proposed Development. It would generate a full Mobility Management Plan to be implemented within 6 months of the commencement of the operation of the Proposed Development;

- As outlined the Proposed Development will source power from renewables, wherever possible, and is designed so that it is future proofed to facilitate connection to a district heating system, if one becomes available. As part of this AI response a Energy Efficiency and Climate Change Adaptation Statement is submitted by Burns and McDonnell that sets out how the proposed development fully complies with Policy E5 of the County Development Plan.;
- The Proposed Development will include significant native tree planting (this includes 443 new mature trees and 4,903 saplings to replace the 72 trees to be removed under this AI response) and creation of new hedgerows around the perimeter of the Proposed Development site. This will include the retention of a 75m length of hedgerow previously sought to be removed under the application, and its connection via a new hedgerow to the planting and stream biodiversity corridor to mitigate the need for a 36m length of hedgerow to be removed). These provisions will result in a net green infrastructure gain within the site, and will significantly improve and contribute to the established and permitted green infrastructure network in this part of the County.

**(c) In line with EDE7 objective 2, the applicant is requested to provide further information regarding renewable energy. The applicant should note that GNI proposals to introduce renewable into their network are not considered to satisfy the policy criteria. Therefore, the proposal should:**

- **Show 100% renewable energy from the MFGP or other source at all times**
- **Where this cannot be met, provide evidence of PPA in Ireland.**

We note and welcome the acceptance of the overall response to this policy objective that was made under the application. We note that the wording of the AI request does not correspond fully with the wording and terms of this objective.

In terms of the above, the wording of the objective is as follows:

*“Maximise on site renewable energy generation to ensure as far as possible 100% powered by renewable energy, where on site demand cannot be met in this way, provide evidence of engagement with power purchase agreements in Ireland (PPA)”*

The wording of this objective is incredibly important in terms of this response relative to the AI request. There is no objective under the County Development Plan that requires the sourcing of 100% renewable energy at all times. The Plan however, is clear in stating that ‘*as far as possible*’ a space extensive enterprise, such as the proposed development, should be served by renewable energy. This is the approach taken by the applicant in this instance.

The Primary fuel of the MFGP is gas from the “network” (i.e. majority natural gas). The Secondary fuel of the MFGP is HVO – it is neither possible (due to the volume of HVO that is currently available) nor commercially viable (due to current availability) to utilise HVO as the primary fuel. The applicant is currently exploring commercial discussions to enhance HVO capacity in Ireland, paving the way for future developers to utilise this renewable fuel.

It is intended to connect the proposed development to the grid via the applicants existing connection agreement. Confirmation of the natural gas connection is confirmed in the attached letter from Gas Networks Ireland to the applicant that is dated the 23<sup>rd</sup> March 2023 (Appendix A). The Eirgrid Novation Letter for consent to the novation of the Connection Agreement (redacted) is included within Appendix B of this cover letter.

#### ***Eirgrid offer to Vantage***

We respectfully submit that in this instance the applicant is already in receipt of a connection offer from Eirgrid to connect the proposed development with the proposed substation (known as Kilcarbery) that is subject to a separate SID application (ABP Ref. 312793-22) by the same applicant, as is required under legislation, into the national grid. This offer was executed with Eirgrid on the 1<sup>st</sup> April 2021 in the full knowledge of the constraints within the Greater Dublin Area. This delivers a ramped connection that is planned to start in Q2, 2025 when it is planned that the first data center (DUB11) will be in operation. This current connection agreement provides an initial low import of power and then is ramped up to the final Maximum Import Capacity (MIC) over a number of years.

Given this was made following both the ‘*Data Centre Connection Offer Process and Policy*’ Document published in July 2019 by Eirgrid and the National Climate Action Plan 2019; it is only reasonable to conclude that the locational requirements and other criteria in place at the time, were considered to have been met.

The applicant accepted an Eirgrid connection agreement on 1<sup>st</sup> April 2021. The connection is due to be operational in Q2 2025 and will be phased. From January 2025, the connection will come under the DCCOPP strategy and the site will have a fixed and flexible demand offer.

The connection offer is currently at stage 2 due to the extant permission that exists on the adjacent site. The applicant currently has additional Modification Applications in place with Eirgrid that are currently under consideration. These are:

1. to become an auto producer and to enable the export of power;
2. to increase the ramp rate (phasing if increasing import capacity); and
3. to increase grid maximum import capacity.

We can confirm that Eirgrid have in December 2021 confirmed that HVO is acceptable as a secondary fuel for DCCOPP compliance. The applicant is currently in consultation with Eirgrid on how does plant registration work under the DCCOPP regime. These discussions are ongoing and complex since the DCCOPP is still in consultation and Eirgrid are yet to formally confirm the operational context of the DCCOPP.

### **Operator**

The applicant will be the final operator of the data center, and therefore they can confirm that they will procure energy that is 100% certified as being Guarantees of Origin (GO's) from the selected utility. The GO scheme provides transparency to consumers, which in this case would be the applicant, about the proportion of electricity that suppliers source from renewable electricity. The function of a GO is similar in many ways to a PPA, as it will ensure that power is sourced, and can be traced to being from a renewable source.

The applicant is committed to reducing carbon emissions and procuring carbon-free energy whenever possible. In addition, our client is currently exploring with Eirgrid the potential of having a PPA in place prior to the data center coming into operation. A further option, that our client has explored, is whether it would be possible to attain a private wire connection, however, these are not currently permitted.

Additionally, as was accepted under the permission granted on the adjacent site to the west, it is the end customers who will normally procure renewable energy through corporate PPA's to cover their energy use within the facility.

The applicant is currently actively pursuing the possibility of virtual PPA's where they work with a renewable energy developer to commit to buying a portion of power that has been generated from a renewable source that is located in another region (i.e. offsite). Where they are able to source suitable renewable energy, due to the volatile nature of green energy supply, the applicant targets a maximum of 20% green energy penetration if possible. The applicant is also investigating how the MFGP plant and the need for HVO supply can encourage the investment of an HVO depot in Ireland to supply not just the permitted facilities but the wider data center sector as a whole. All these measures ensure that the maximum onsite renewable energy generation is achieved fully in accordance with the wording of Policy EDE7 objective 2 of the County Development Plan.

### **(d) the applicant is requested to demonstrate compliant with EDE7 objective 3**

We respectfully submit that the landscaping and site layout of the proposed development, as amended as part of the Additional Information response, has fully ensured, as far as is practical that the overall landscape and biodiversity strategy enables its integration into the existing and permitted Green Infrastructure (GI) network. The proposed Landscape Master Plan by Kevin Fitzpatrick Landscape Architecture (Drawing no. 201) indicates the native woodland planting, medium or large native deciduous and coniferous tree planting; wildflower and wetland meadows; native hedgerow planting; existing native hedgerow being retained as well as existing trees to be retained.

We respectfully submit that the biodiversity quality of the existing site is poor, apart from the western hedgerow, sought now to be substantially retained as part of the proposed development, and the stream corridor that passes through the adjacent site to the west and across the southern extent of this site. It is notable that either side of the site, and on land outside of the applicants control are two culverts through which the Baldonnell Stream passes from east to west. Despite this, the applicant's approach has been to maximise biodiversity enhancements within the site, and particularly along the stream corridor, which will be materially improved from a biodiversity perspective as a result of the already permitted and proposed development.

The overall scheme, as now amended, will incorporate biodiversity measures within the scheme that include bird boxes, bat boxes and hedgehog passes (as outlined in the response by Ramboll to point 12 of the AI request) within the fence lines to create improved green infrastructure connectivity within and through the site. In addition, the planting and ponds being proposed will help to support both the local bat population and the wider local ecology. This will ensure that the overall scheme is fully in accordance with the Green Infrastructure Strategy set out in Chapter 4 of the County Development Plan.

**(e) The applicant is requested to provide a statement in accordance with Section 12.10.1.**

We refer the Planning Authority to the accompanying Energy Efficiency and Climate Change Adaptation Statement prepared by Burns and McDonnell that accompanies this AI response. This sets out how the construction and long-term management of the development will be managed; and how the proposed development has adapted to address energy and climate change considerations.

**(f) The applicant is requested to provide a design statement that indicates compliance with QDP2 Objective 1, Policy QDP3 Objective 1, QDP4 Objective 2, QDP7 Objective 6, 7 and 8, QDP8 Objective 1, Policy QDP11 and section 12.5.2**

We refer the Planning Authority to the accompanying Design Statement prepared by Burns and McDonnell that accompanies this AI response. This design statement indicates that the design and form of the proposed development has been informed by the surrounding development in terms of materials and finishes; and how the overall approach will help in achieving a successful and sustainable neighbourhood by integrating with existing green infrastructure within and outside of the site, and in creating a new cycle path and footpath connecting similar paths to the west and east along the northern part of the site in accordance with Policy QDP2, Objective 1 of the County Development Plan.

The proposed development in providing improved elevation treatments to the north-east and north-west; and enhanced green infrastructure treatments than the existing week boundaries to the north along the public road will ensure the proposed development contributes in a positive manner to the industrial and business park setting of the area fully in accordance with Policy QDP3 Objective 1 of the County Development Plan (Please refer to pages 6 and 7 of the Design Statement prepared by Hyphen Architects for greater detail).

The amended overall layout will be accessible to the public only along its northern boundary with the Nangor Road, where a new combined cycle path and footpath is proposed in accordance with point 4 of the AI request. This will aid accessibility for all, and with the creation of strong green buffers in the form of bunding and higher quality finishes will provide a high quality finish in accordance with Policy QDP4, Objective 2 of the County Development Plan (Please refer to pages 8 and 9 of the Design Statement prepared by Hyphen Architects for greater detail).

We note the provisions of Policy QDP7 Objective 6, 7 and 8 of the County Development Plan. The proposal includes no public roads or paths. However, the AI response includes for the creation of a new integrated footpath and cyclepath along the southern side of the New Nangor Road that will connect with the existing paths to the west, and the paths within Profile Park and to the east. These are designed in accordance with promoting more sustainable transport movements, and will, with ensuring that trees are to be retained along the northern boundary, where the path narrows to being 3m in width, will ensure that with the additional new planting will contribute positively to the street and implement the best design standards for cycle and footpaths set out under the Design Manual for Urban Streets and road (DMURS (2019)). The development provides both adequate mobility impaired parking spaces, and access to all regardless of age, ability or disability consistent with RPO 9.12 and 9.13 and Policy QDP7 Objective 6, 7 and 8 of the County Development Plan (Please refer to pages 10-15 of the Design Statement prepared by Hyphen Architects for greater detail).

In accordance with Policy QDP 8 Objective 1 the planning application was accompanied by a Design Statement. An addendum to the Design Statement is submitted as part of this AI Response as a response to Points 1(f), 2 (a) and 2(b) of the Council's request. We can confirm that the building finishes have been improved and are appropriate to its context, and have been broken down through the expression of each separate component by the use of additional glazing, green walls and green roof, and use of the stair cores as climbing frames for plants. (Please refer to pages 17-19 of the Design Statement prepared by Hyphen Architects for greater detail).

We can therefore confirm that the Design Statement confirm the plan approach that has been taken by the

design team in the design of the proposed development, and how this approach has formulated this AI response in accordance with section 12.5.2 of the County Development Plan.

**2. (a) The applicant is requested to reconsider the elevational treatment and design along prominent frontages in terms of design and materials used.**

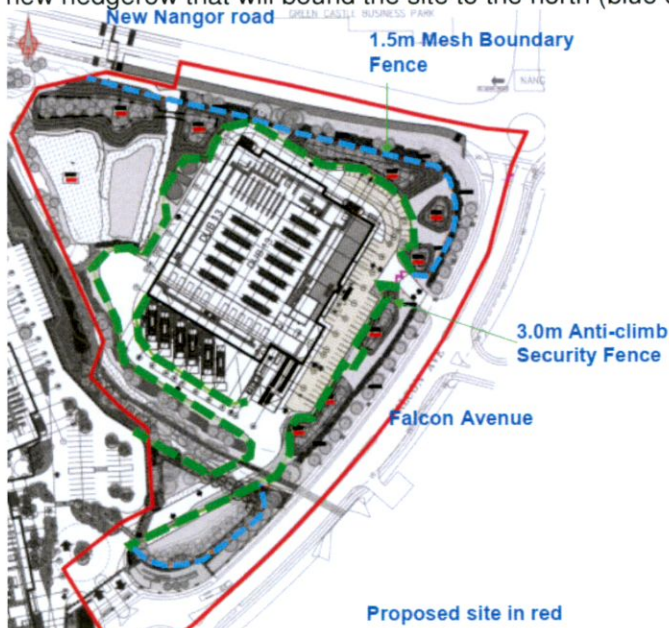
**(b) The applicant is requested to provide details of fencing / boundary treatment.**

As outlined within the Design Statement (page 19) the elevational treatment and design from the most prominent public frontages has been reconsidered. This included reviewing the degree of greenery, canopy and levels of glazing. The design introduces an increased level of fenestration to the most prominent north-east elevation that wraps around this prominent corner. This provides a high quality entrance into Profile Park, as well as forming a strong elevation as viewed from the New Nangor Road.



*Photomontage of revised elevations of proposed development as submitted under this AI submission in year 5 after completion*

As the montage above indicates, the changes made, with the substantive landscaping proposed in terms of new hedgerows, berms, planting and trees, will positively enclose the site to provide a positive visual entrance into Profile Park and this part of Grange Castle. In addition, and as per the request outlined in Point 2(b) an updated fence and boundary treatment plan is provided (see Drawing no. A107 prepared by Hyphen). There are two proposed fence types and this is detailed on page 20 of the Design Statement, as well as below. An internal 3m high anti-climb security fence will enclose the hardstanding area (see green line below) with an outer 1.5m high fence to be located around the attenuation pond to the south, and to the rear of the proposed new hedgerow that will bound the site to the north (blue dashed line below).



*Proposed fencing plan*

3. The proposal is not acceptable to the Environmental Health Department until the following information has been submitted and assessed. An acoustic assessment must be undertaken by a suitably qualified acoustic consultant describing and assessing the impact of noise emissions from the proposed development to include accumulative noise impacts. The investigation must include, but not be necessarily limited to, the following:

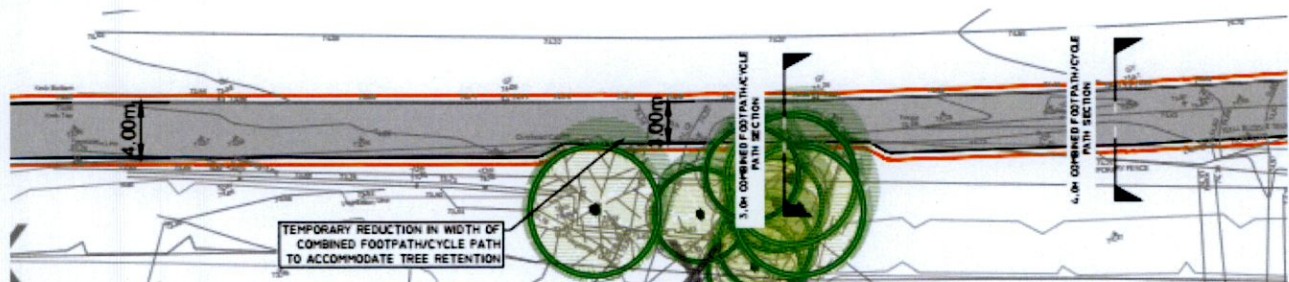
- (a) The identification of any neighbouring noise sensitive receivers who may be potentially impacted by the proposal
- (b) The identification of all operations conducted onsite as part of the development proposal that are likely to give rise to a public nuisance for the neighbouring noise sensitive receivers.
- (c) An assessment of the existing background (LA90, 15 min) and ambient (LAeq, 15 Min) acoustic environment at each receiver locations representative of the time periods that any noise impacts may occur. NOTE: For the purposes of the assessment background noise includes; noise of the surrounding environment excluding all noise sources currently located on-site.
- (d) Distances between the development and the nearest noise sensitive receiver and the predicted level of noise (Laeq, 15min) at each receiver for each development activity. These noise predictions must be conducted for all operational noise and the construction noise activities. The predicted level of noise should be assessed at the boundary of each receiver.
- (e) A statement outlining any recommended acoustic control measures that should be incorporated into the development to ensure the use will not create adverse noise impacts on the occupiers of any neighbouring noise sensitive properties
- (f) The applicant is required to demonstrate whether the proposed development can meet the standards set out by South Dublin County Council as detailed in Councils Standard condition below:

Noise due to the normal operation of the proposed development, expressed as Laeq over 15 minutes at the façade of a noise sensitive location, shall not exceed the daytime background level by more than 10 dB(A) and shall not exceed the background level for evening and night time. Clearly audible and impulsive tones at noise sensitive locations during evening and night shall be avoided irrespective of the noise level.

A technical note on all acoustic measures is submitted by Ramboll as part of this AI Response. Prior to them formulating this response Ramboll had a virtual meeting with Kate Kivlehan, who is the Environmental Health Officer within the HSE advising on the application for the Planning Authority. The findings of this meeting and assessment by the acoustic team within Ramboll was that the issues raised were addressed within Chapter 9 of the originally submitted EIAR that assessed the impact of the proposed development in terms of Noise and Vibration. The technical note attached to this AI Response (Appendix C) outlines where each of the requested information items is contained in the relevant EIAR chapter and provides greater clarification as to how the assessments have been compiled.

4. The applicant is requested to submit a revised layout not less than 1:500 scale showing a footpath and cycle lane along the northern boundary to match the existing further west along the R134. The footpath and cycle lane shall be constructed to SDCC standards for public roads. The works on the public road will be undertaken by the applicant as part of the overall planning permission. The applicant is requested to secure the relevant letter of consent from SDCC.

We refer the Planning Authority to Drawing no. A106 submitted by Hyphen Architects and Drawing no. C104 submitted by Pinnacle Consulting Engineers. Both drawings show a footpath and cycle lane along the northern boundary of the site that matches the existing footpath and cycle lane to the west along the New Nangor Road (R134) and ties in with the footpath and cycle lane at the entrance to Profile Park. The combined footpath and cyclepath is 4m wide and narrows to being 3m in width so that existing trees along the northern boundary can be retained (see excerpt below).



Excerpt from Drawing no. C104 submitted by Pinnacle Consulting Engineers as part of this AI response

The applicant is willing to accept a suitable condition that requires the works are undertaken to SDCC standards and are completed as part of any grant of permission under Planning Ref. SD22A/0420. A letter of

consent from South Dublin County Council that confirms the acceptance of the proposed works within the public realm accompanies this AI response and is appended to the cover letter.

**5. The applicant is requested to submit a revised landscape strategy for the subject site which meets the requirement of the Public Realm Section in terms of Green Infrastructure as required under the CDP 2022-2028. The applicant shall demonstrate how they contribute to the protection or enhancement of Green Infrastructure in the County through the provision of green infrastructure elements as part of the application submission. As part of the revised landscape proposals the applicant shall provide the following additional information:**

- i. The applicant is requested to submit a fully detailed Planting Plan to accompany the landscape proposals for the entire development. The applicant should propose native species where possible to encourage biodiversity and support pollinators within the landscape.**
- ii. The revised proposals shall include hard and soft landscape details; including levels, sections and elevations, detailed design of SUDs features including swales and integrated/bio-retention tree pits.**
- iii. Significantly reduce the impacts of the development on existing green infrastructure within and adjacent to the proposed development site**
- iv. Demonstrate how natural SUDs features can be incorporated into the design of the proposed development**
- v. Submit green infrastructure proposals and a green infrastructure plan that will mitigate and compensate for the impact of the proposed development on this existing site and show connections to the wider GI Network. These proposals should include additional landscaping, SUDs measures (such as permeable paving, green roofs, filtration planting, above ground attenuation ponds etc) and planting for carbon sequestration and pollination to support the local Bat population.**

In accordance with this request, Kevin Fitzpatrick Landscape Architecture (KFLA) has submitted a fully detailed planting plan (See Drawing no. 203 from KFLA) that is based on the exclusive use of native species and planting that will encourage biodiversity and support pollinators within the landscape.

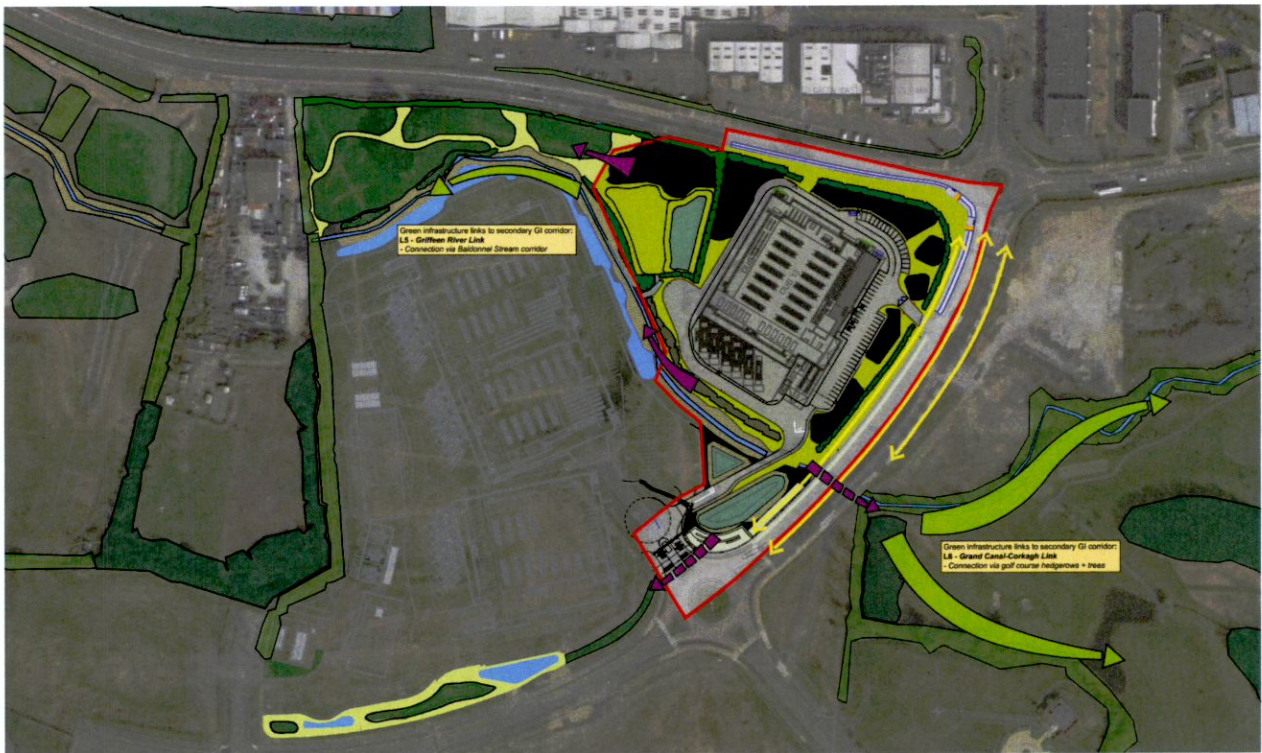
The landscape and drainage proposals submitted as part of this AI Response have indicated the extensive use of SUDs measures throughout. These include permeable paving, bio-retention tree pits, bioswales and others. The description and areas of these permeable and other surfaces are clearly set out on Drawing no. C130 submitted with this AI Response.

The AI response also includes detailed sections and levels (See Drawing no. 202 and 204 from KFLA) that provides sections through the proposed bioswale, and a typical wetland edge detail that provides a gently sloping bank and shelf to aid aquatic habitat planting and to encourage wildlife.

In order to significantly reduce the impacts on existing green infrastructure, the existing centrally located hedgerow will not now be removed in totality. It is now proposed to retain the northern 75m length and to remove a length of 36m hedgerow. Further details of this are addressed under Point 6 of this AI response. To mitigate this a similar length of new hedgerow is to be planted around the turning circle that will connect the existing hedgerow to be retained and the stream corridor and planting. The scale of new planting is significant with 443 new mature trees and 4,903 saplings to replace the 72 trees to be removed under this AI response. In addition it is proposed to create new hedgerows around the perimeter of the site, where there are currently none.

The revised Green Infrastructure (GI) Plan (see next page excerpt) is submitted as part of this response by KFLA that indicates the retaining of the majority of the central north – south biodiversity corridor hedgerow through the centre of the site, and how the landscape strategy has been informed by both the existing green infrastructure on the site, and how it will connect, and continue to connect, and in many ways, due to the significant additional planting proposed for the site, in creating stronger GI links both within and through the site, but to adjacent green infrastructure and wider GI corridors.





Local GI Plan showing how the proposed development connects with existing or permitted green infrastructure

6. The proposed development would result in the removal of a centrally located hedgerow and associated mature trees of significant biodiversity and ecology value. The applicant is requested to submit revised proposals in order to ensure that this central hedgerow and trees are retained and protected. Additional information is required to demonstrate how the plans contribute to the protection or enhancement of existing Green Infrastructure (which included the trees and hedgerows) within and adjacent to the subject site through the provision of green infrastructure elements as part of the application submission, having regard to the following:

- i. Where the development site is located close to Corridor the development should, at a minimum, protect any existing GI assets and enhance same (for example, not breaking a GI Corridor but enhancing same with a connecting piece of planting, retaining hedgerows or woodlands);
- ii. The characteristics and assets of the Corridor should be reflected within proposed development, for example continuation of hedgerows, tree planting, waterways;
- iii. Development should seek to enhance or restore features that act as ecological corridors, particularly water features, hedgerows, tree lines, areas of un-cultivated land. These, or some element of them, should be incorporated into the proposed development to create pathways for wildlife and / or increase amenity value;
- iv. Developers should be aware that ecological corridors can also act to quickly spread non-native invasive species. Therefore, identification and control of invasive species site should be included in planning applications and the GI Plan.

Following this request the applicant sought to review the overall layout to seek to retain the centrally located hedgerow. This generated a need to redesign the centrally located attenuation pond so that it is now located to the west of this hedgerow. This will allow a c. 75m length of the existing hedgerow to be retained.

However, due to the need for access around the proposed data center and the need to facilitate turning movement for vehicles when the generators may be required to be replaced or repaired, the lower 36m, which includes a segment that was inadvertently removed by the contractor on the adjacent site, will be required to be removed.

Once the applicant became aware of the above indiscretion, they made the Planning Authority aware that 10m of the hedgerow had been removed by the contractor. The hedgerow has now been replaced by the planting of 1.2m high *Crateagus Monogyna* in a double staggered row along the line of the original hedge, and with it to be underplanted with *Hedera Hibernica*.

In order to mitigate the loss of the 36m length of hedgerow proposed under this AI response, and to ensure the biodiversity corridor is maintained from the north of the site, a c. 30m length of new hedgerow will be

planted that will be made up of a range of native hedgerow planting as per the detailed listing of planting indicated on the Planting Plan (Drawing no. 203 from Kevin Fitzpatrick Landscape Architecture). It is important to note that the existing northern boundary of the site is largely open with a stone boundary to the house, and open fence to its east, with only strong hedgerow being to the west of the central hedgerow. The proposed development includes for new native hedgerows to be created that are some 150m in length along the northern boundary, and to the proposed entrance to the site; and a further 180m length of hedgerow to be created to the east and south of the site that will bound the Baldonnell Stream. This will create significantly enhanced Green Infrastructure under this application that will connect into the Green Infrastructure permitted under Planning Ref. SD21A/0241, and other Green Infrastructure to the further west and east, as well as to the south.

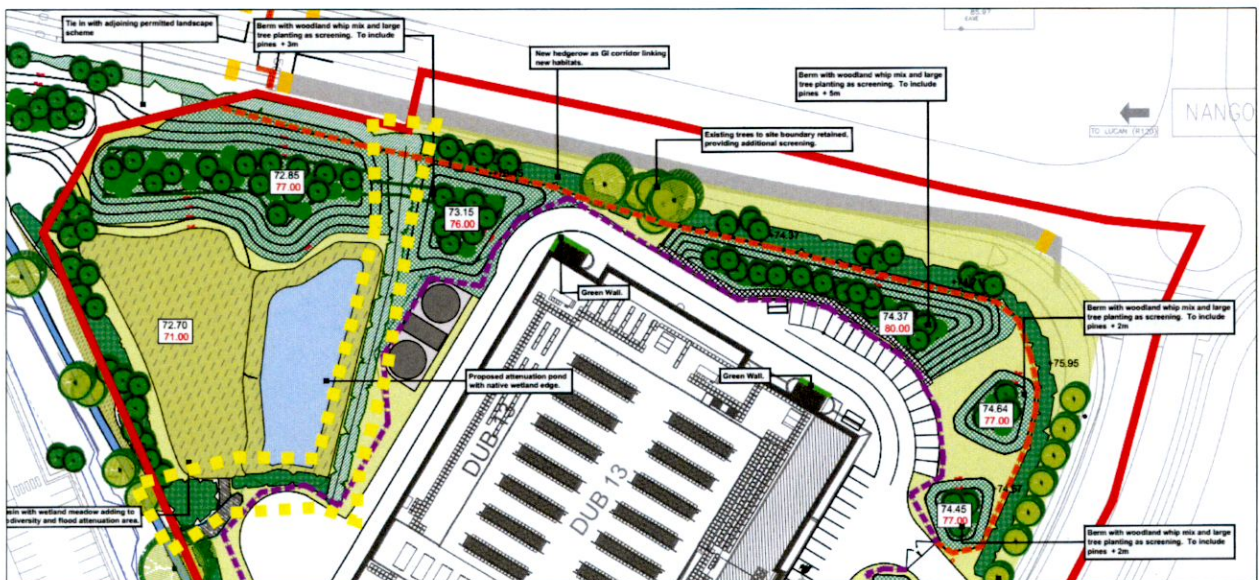
The proposed development will therefore as a result of the changes made ensure the continuation of hedgerows, tree lines and the existing waterway formed by the Baldonnell Stream. The level of planting and Green Infrastructure proposed will ensure that pathways for wildlife will be improved as a result of the proposed development.

The EIAR submitted with the application, and resubmitted as part of this AI response, has identified that there is no evidence of invasive species on the proposed development site. The applicant will ensure that all species being planted will be reviewed to ensure no invasive species are brought to site.

**7. The applicant is requested to submit a revised layout plan which ensures the retention and enhancement of the existing central hedgerow located in the northern portion of the site. The current proposals and design layout for the development which requires the removal of this important hedgerow and GI asset is not acceptable to the Public Realm Section and its removal contravenes the following policies and objectives which the CDP 2022-2028.**

- NCBH11 Objective 3
- GI1 Objective 4
- GI2 Objective 2

We respectfully submit that Policies NCBH11, Objective 3; GI1, Objective 4; and GI2, Objective 2 have informed the overall approach to the proposed development. We refer the Planning Authority to our response to Point 6 of this AI Response in terms of the amendment of the scheme to retain 75m of the central hedgerow and the planting of a native hedgerow to ensure that the biodiversity and wildlife corridor between the north of the site and the Baldonnell Stream corridor is retained. This element results in the loss of 36m of native hedgerow, and its replacement with 30m of native hedgerow to link into the Baldonnell Stream corridor. This approach, and irrespective of the significant planting being proposed throughout the rest of the site, as detailed in the resubmitted Planting Plan (Drawing no. 203 by KFLA) will protect and enhance the existing trees, hedgerows and where they are not possible to be retained, as is the case for 36m of the central hedgerow, that the highest value biodiversity provision and planting of native species is proposed for the overall site, that will undoubtedly not only protect but improve the wildlife amenity of the site fully in accordance with Policy NCBH11, Objective 3 of the County Development Plan.



Excerpt from Drawing no. 201 submitted by Kevin Fitzpatrick Landscape Architecture as part of this response, indicating central hedgerow to be retained, and new hedgerow being proposed (outlined in yellow)

Fully in accordance with Policy GI1, Objective 4, the layout of the proposed development as originally applied for, and further enhanced under this AI response, has fully incorporated Green Infrastructure and environmental assets into the overall design. The Landscape Plan submitted as part of this AI Response (Drawing no. 201 submitted by KFLA) indicates all of the environmental assets being retained, and the new hedgerow and tree planting being proposed, with further details provided in the Planting Plan (Drawing no. 203 submitted by KFLA). This has been informed by ensuring that the design links into adjacent and wider GI networks as set out under the GI Plan that is indicated on Drawing no. 205 submitted by KFLA fully in accordance with Policy GI1, Objective 4 of the County Development Plan.

We respectfully submit that the amended proposed development under this AI Response, will ensure that the biodiversity and ecological value of the existing GI network will be protected, and proposes, where existing ecological features are required to be removed, that mitigation planting is proposed. We confirm that the applicant is willing to be conditioned that a suitable condition be attached to any grant of permission that requires confirmation that the existing hedgerow indicated to be retained, has been protected, fully in accordance with Policy GI2, Objective 2 of the County Development Plan.

**8. Additional Tree planting is requested as part of the landscape proposals in order to ensure that there is a positive net gain in terms of new trees proposed compared to those being removed. As a minimum existing trees lost should be replaced on a 3:1 ratio basis. Full details of all proposed tree planting shall be provided on a detailed planting plan. This planting plan will include planting and maintenance specifications, including cross-section drawings, use of guards or other protective measures and confirmation of location, species and sizes, nursery stock type, supplier and defect period. Any trees that are found to be dead, dying, severely damaged or diseased within three years of the completion of the building works shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season.**

We respectfully submit that the proposed development will include significant native tree planting (this includes 443 new mature trees and 4,903 saplings to replace the 72 trees to be removed under this AI response). Not taking into consideration of the sapling planting, the planting of 443 new mature trees will ensure that the trees that are lost are replaced at a ratio that is in excess of a 6:1 ratio basis. This is significantly above that requested.

The submitted Planting Plan (Drawing no. 203 submitted by KFLA) indicates where the new trees are to be planted and the native tree species that are being proposed to be planted. This drawing also indicates cross-sections of different tree planting details for different tree types.

We can confirm that the applicant is willing to accept a condition that requires that any trees that are found to be dead, dying, severely damaged or diseased within three years of the completion of the building works will be replaced in the next planting season by specimens of similar size and species in the first suitable planting season.

**9. The applicant is requested to submit a scheme for the maintenance and management of the landscape scheme for the lifetime of the development. The scheme shall include the following:**

- i) methods for the proposed maintenance regime;**
- ii) detailed schedule;**
- iii) details of who will be responsible for the continuing implementation**
- iv) details of any phasing arrangements**

The landscape masterplan as submitted as part of this AI response will be carried out within the first planting season following substantial completion of overall construction works. The applicant wishes to confirm that all planting will be adequately protected from damage until it is well established. Any plants that die, will be removed or become seriously damaged or diseased, within a period of 3 years from the completion of the development will be replaced within the next planting season with others of similar size and species, unless otherwise agreed in writing with the planning authority.

The Applicant commits to the retaining of a suitably qualified landscape architect throughout the duration of the site development works. The Applicant also commits that their appointed landscape architect will provide a certificate of completion with the approved landscape proposals within six months of substantial completion of the development.

10. The applicant is requested to demonstrate compliance with the SDCC SUDS Design Guide 2022, and Policies GI3, GI4, GI5, IE3, SM2, SM7, and sections 4.3.1, 12.7.6, 12.11.1, and 12.11.3. of the South Dublin County Development Plan 2022 - 2028 in relation to sustainable drainage systems.

(B) In relation to SUDs, the applicant is requested to submit plans showing how surface water shall be attenuated to greenfield run off rates and showing what SuDS (Sustainable Drainage Systems) are proposed.

(C) SUDs Management - The applicant is requested to submit a comprehensive SUDS Management Plan to demonstrate that the proposed SUDS features have reduced the rate of run off into the existing surface water drainage network. A maintenance plan should also be included as a demonstration of how the system will function following implementation.

(D) Natural SUDS features should be incorporated into the proposed drainage system for the development such as bio-retention/constructed tree pits, permeable paving, green roofs, filtration planting, filter strip etc. In addition, the applicant should demonstrate how the proposed natural SUDS features will be incorporated and work within the drainage design for the proposed development. The applicant is requested to refer to the recently published 'SDCC Sustainable Drainage Explanatory, Design and Evaluation Guide 2022' for acceptable SUDS tree pit details.

(E) The applicant is requested to submit a report to show surface water attenuation calculations for proposed development. Show on a report and drawing what surface water attenuation capacity each SuDS (Sustainable Drainage System) system has in m<sup>3</sup>. Show in report what surface water attenuation capacity is required for proposed development. Show what different surface types, areas in m<sup>2</sup> are proposed such as, green roofs, permeable paving, buildings, roads and their respective run off coefficients. Submit a drawing.

The proposed SUDS measures fully comply with the SDCC SUDS Design Guide 2022. This is covered in the accompanying drawings and report by Pinnacle Consulting Engineers. In accordance with Policy GI3, the proposed development has sought to protect and enhance the natural, historical amenity and biodiversity value of the site. As well as the GI benefits being proposed under the application, this AI response is designed to attenuate flood waters, and improve the riparian corridor along the Baldonnel Stream by the removal of the proposed culvert indicated under the original application.

The AI response has maximised the provision of SUDS measures within the proposed development. Drawing no. C127 indicates the drainage layout of the revised scheme that indicates the surface water and nature based solutions to ensure that SUDS is integrated into the overall development.

The proposed development is future proofed in relation to climate resilience by providing various flood and surface water attenuation measures that will provide a buffer against extreme weather events in accordance with Policy GI5 of the County Development Plan.

The SUDS design as proposed under this AI response includes detention basins, interceptors and flow restrictors that will improve and enhance the environmental and ecological quality of the site, and adjoining areas in accordance with Policy IE3.

The AI response has comprehensively addressed Policy SM2 by the inclusion of a combined footpath and cycle path along the northern boundary of the site as requested under point 4 of this response. This will facilitate a shift to active travel for all ages by connecting and providing a missing link of footpath / cycle path infrastructure within the area, creating a significant planning gain to the proposed development. Furthermore, the car parking is provided with an adequate level of EV charging points, and future proofed throughout that facilitates any transition to more sustainable forms of transportation.

We respectfully submit that our response to Green Infrastructure (GI) issues is comprehensively addressed throughout this response. The proposed development will result in a serious improvement of the GI of the site. In accordance with section 12.7.6 of the Plan, permeable paving is proposed to be used for all on-site car parking.

An updated Flood Risk Assessment by Kilgallen and Partners accompanies this AI response, and forms an appendix of the revised EIAR. Furthermore, additional water management design has been incorporated, and detailed within the Pinnacle Consulting Engineers response. A construction waste management plan (draft) accompanies the EIAR and sets out mechanisms for ensuring the minimising the creation of waste both during the construction and operational phases of the proposed development in accordance with section 12.11.3 of the County Development Plan.

Furthermore, the Planning Authority are referred to the response from Pinnacle Consulting Engineers that sets out SUDS measures and features; the use of natural SUDS features; and a report and drawings that indicates what each surface water attenuation capacity is under this AI Response (Drawing no. C127).

**11. The applicant is requested to provide additional information as follows and in accordance with the quoted policies and sections of the South Dublin County Development Plan 2022 - 2028:**

**a) To demonstrate how they intend to reduce fragmentation of existing green infrastructure**

We respectfully submit that this is comprehensively addressed under our response to Points 6, 7 and 8 of the AI Request. The AI response, by retaining the majority of the central hedgerow has comprehensively addressed the need to reduce the fragmentation of existing green infrastructure within the site, and with the connecting 30m of new green infrastructure that will connect this hedgerow to the biodiversity corridor of the stream, as well as the new additional green infrastructure that is proposed where there is currently none that will lead to an overall green infrastructure gain over the entire site.

**12. The applicant is requested to submit a scheme to provide bird boxes and bat boxes/tubes/hedgehog passes on the site.**

A scheme is proposed to provide bird boxes, bat boxes and mammal passes within the site. Please refer to Neo Environmental Drawing no. NEO01709\_001I\_A that is submitted with this AI response. This indicates that mammal gates will be placed within the security fence every 10m where possible, and identifies the location of bat boxes, and bird boxes within existing trees within the site fully in accordance with this request.

**13. (a) The sub catchment areas in the site do not add up to the total site area in surface water attenuation calculations submitted. Based on limited information submitted in terms of surface types and areas of same the surface water attenuation proposed of 970m<sup>3</sup> or 1,084m<sup>3</sup> is undersized by approximately 2% to 11%. The applicant is requested to submit a report to show the areas in m<sup>2</sup> of each surface type and their respective run off coefficients. Include the areas grasslands and explain why this has 0% runoff if that is the case. Note that the areas of all surface types should equal the total site area.**

**(b) The applicant is requested to examine if any surface water pipes can be replaced with swales or filter drains at any location of the site. Submit a drawing showing what if any additional SuDS (Sustainable Drainage Systems) can be provided on site.**

We can confirm that Pinnacle Consulting Engineers have undertaken a comprehensive review of the submitted surface water attenuation calculations based on the amended scheme, and have amended the attenuation scheme, as originally proposed. It is now proposed to include two attenuation ponds to the south (either side of the proposed bridge to replace the culvert) that constitute a volume of 740m<sup>3</sup> that amounts to a significant increase from under the original application. The amended attenuation pond to the west of the now retained hedgerow, remains at being 900m<sup>3</sup> and is therefore 1,640m<sup>3</sup>, a significantly higher degree of attenuation than originally indicated. In addition, the permeable paving and three no. tree pits will add a further 174m<sup>3</sup> of attenuation to the site

Drawing no. C130 by Pinnacle Consulting Engineers indicates the areas in m<sup>2</sup> of each surface type, and their respective run-off co-efficients. We can confirm as outlined in the Pinnacle report and drawings that the area of all surface types equals the total site area.

All of the proposed Suds features have been detailed in this response. As an additional element, the previously piped outfall from Detention Basin 1 into the stream, has been replaced by a natural open channel / open swale in accordance with the AI response. The Pinnacle response also includes details of tree pit design, and open drainage channel design.

**14. (a) where possible, the applicant is requested to replace proposed overflow pipe with an open swale or natural open channel.**

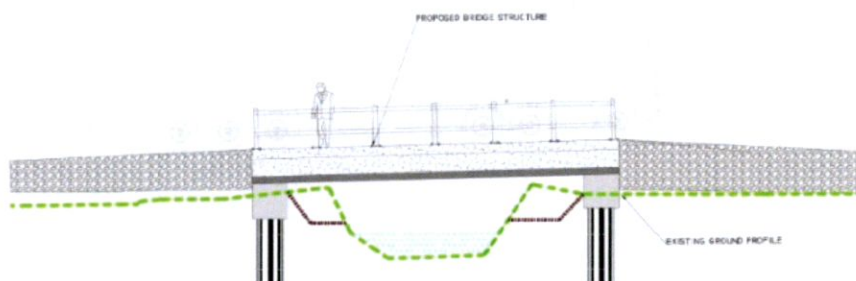
**(b) the applicant is requested to contact water services in South Dublin County Council to discuss the issue of blockages in a culvert downstream of site and examine what solutions there are to unblock the culvert.**

**(c) Significant concerns are maintained in relation to the proposed culverting of the stream and it is considered that alternative design solutions should be explored to avoid the proposed culverting.**

As per the above, the previously piped outlet from Drainage Basin 1 into the stream has been replaced by a natural open channel / swale in accordance with point (a) of this part of the AI request. This is shown in Drawing no. C127. There are no further opportunities to replace piping with open swales or channels. Our

client is fully aware of the issue of the culvert that is located downstream of the site, and our clients' adjacent site under the Bolan's Garage site. As this site and culvert is not in the applicant's control this is not an issue that the applicant or the Council have capacity to examine. The design and management of the stream following completion of the adjacent site as granted under Planning Ref. SD21A/0241, and as now proposed, will alleviate the pressure of this culvert blocking water flow in the future.

In response to the originally proposed culvert (point c) we can confirm that a number of alternative solutions were considered. The proposed bridge to replace the culvert was considered in a number of design forms, and by minimising the length it avoids the need to increase the floor levels of the proposed development. The bridge is designed to be as narrow as possible. In so doing, the bridge is narrowed to being a single carriageway only with footpath on one side, with signal controls either side. The footpath will facilitate pedestrian connectivity between the two campuses.



The bridge is designed so that the stream embankment is lowered either side of the stream for just beyond the width of the bridge, in order to create a wildlife and biodiversity underpass below it that will encourage the green infrastructure connections through the site and beyond. A drawing and construction method statement for the bridge accompanies this Response from Pinnacle Consulting Engineers (Drawing no. 401).

**15. (a) Whilst the Planning Authority consider that the applicant has considered alternatives, it is noted that there are concerns regarding compliance with policy in relation to space extensive uses and also Green Infrastructure. It is therefore considered that further assessment of alternatives is required, once overall policy considerations have been incorporated.**

**(b) Further consideration in the EIAR of the cumulative impact of the development on Material Assets during the Operational Phase is needed, in relation to the Electricity grid and Gas networks, as well as more detail on what the energy demand for the proposed data centre is and how precisely it will be met with reference to the electricity grid connection agreement, the permitted Multi-Fuel Generation Plant, the proposed diesel generators and the interplay between these power sources. A emergency scenario in which the proposed data centre's grid connection is temporarily suspended should also be provided for. Verification documentation around the grid connection and MFGP connection are also requested.**

**(c) It is considered that the information contained within the EIAR requires amending following any changes in the scheme following additional information to ensure the proposed development allows for adequate assessment of the potential impacts of the proposed development on the receiving environment and complies with the requirements of Article 94 of the Planning and Development Regulations 2001 (as amended).**

**In particular, amendments should include update to the noise assessment, updates to GI plan and layout of the scheme / siting design, changes following assessment against spaces extensive policies and other policies that require further consideration. Further assessment of cumulative impacts in terms of data centres permitted close to the site should also be undertaken.**

A revised EIAR by Ramboll accompanies this AI response. This further consider alternatives and compliance with policies relating to space extensive uses, such as this; as well as how the proposed development complies with the new Green Infrastructure policies of the County Development Plan. Furthermore, the cumulative effect on Material Assets during the Operational Phase in relation to the Electricity grid and Gas networks, and how it will be met with reference to the connection agreement that is in place is also fully detailed. These connection agreements are appended to this response.

In addition the EIAR has been amended to address any changes within the proposed development made in responding to this Additional Information request. The revised EIAR is fully in accordance with the requirements of Article 94 of the Planning and Development Regulations 2001 (as amended).

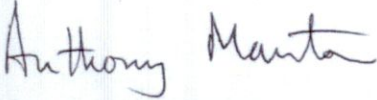
## **CONCLUSION**

It is our respectful submission that this response has comprehensively addressed all the issues raised by the Planning Authority in the Additional Information request.

In conclusion, for all of the foregoing arguments, reason and considerations, South Dublin County Council are invited to assess the subject scheme and our Additional Information response on its own individual merits and to grant planning permission for this development on the basis that by its nature and extent, the proposal would accord with the proper planning and sustainable development of this area including the preservation and improvement of amenities thereof.

We trust that everything is in order and look forward to a favourable decision in due course.

Yours faithfully,

A handwritten signature in blue ink that reads "Anthony Marston". The signature is written in a cursive, flowing style.

Anthony Marston (MIPI, MRTPI)  
**Marston Planning Consultancy**

## Appendix A - Letter from Gas Network Ireland confirming network connection agreement

Ceanncheathrú  
Bóthar na nOibreacha Gáis  
Corcaigh, T12 RX96  
Éire

T +353 21 453 4000  
F +353 21 453 4001

[gasnetworks.ie](http://gasnetworks.ie)

Headquarters  
Gasworks Road  
Cork, T12 RX96  
Ireland



Vantage Data Centers Dub 11 Limited  
1-2 Victoria Buildings  
Haddington Road  
Dublin 4

23<sup>rd</sup> March 2023

**Re: Natural Gas Connection, Vantage Data Centers DUB 11, Profile Park, Kilcarbery, Co. Dublin**

To whom it may concern,

We hereby confirm that Gas Networks Ireland has executed a Large Network Connection Agreement with Vantage Data Centers Dub 11 Limited, for the provision of a transmission natural gas supply to their premises located at *Vantage Data Centers DUB 11, Profile Park, Kilcarbery, Co. Dublin*.

Further information on securing a connection to the natural gas network may be found within the Commission for Regulation of Utilities approved [Gas Networks Ireland Connections Policy](#).

Yours Sincerely,

A handwritten signature in cursive script that reads 'Sean Crowley'.

Sean Crowley  
Large Industrial & Commercial Connections Sales Manager

**Gas Networks Ireland**  
**Gasworks Road**  
**Cork**  
**Ireland**

GNI-HP-GWR Rev016

Tá Líonraí Gáis Éireann ina chuideachta gníomhaíochta ainmnithe atá faoi theorainn scaireanna, atá corpraithe in Éirinn leis an uimhir chláráithe 555744, a bhfuil IE3323308KH mar uimhir CBL aici agus a bhfuil a hoifig chláráithe lonnaithe ar Bhóthar na nOibreacha Gáis, Corcaigh, T12 RX96. Gas Networks Ireland is a designated activity company, limited by shares, incorporated in Ireland with registered number 555744, VAT number IE3323308KH and has its registered office at Gasworks Road, Cork, T12 RX96.

Stiúrthóirí/ Directors: Cathal Marley (Chairman), Ronan Galwey, Claire Madden, Edwina Nyhan, Denis O'Sullivan



**Appendix B - Novation Agreement from Eirgrid (redacted) confirming network connection agreement**

[REDACTED]

Dated 05-Jul-21 | 10:16 AM BST



**NOVATION AGREEMENT**

between

**EIRGRID PLC**

and

**PROFILE PARK POWER CO 1 LIMITED**

and

**VANTAGE DATA CENTERS DUB11 LIMITED**

THIS AGREEMENT is made on the 05-Jul-21 | 10:16 AM BST

**BETWEEN:**

- (1) **EIRGRID PLC**, a statutory corporation having its principal office at The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 and company registration number 338522 (hereinafter called the "**Continuing Party**"), its legal successors or assigns;
- (2) **PROFILE PARK POWER CO 1 LIMITED**, a company incorporated in Ireland having its registered office is at Lisgrew, Emyvale, Monaghan, H18 Y362 and company registration number 608286 (hereinafter called the "**Outgoing Party**"), its legal successors or assigns; and
- (3) **VANTAGE DATA CENTERS DUB11 LIMITED**, a company incorporated in Ireland having its registered office is at 1-2 Victoria Buildings, Haddington Road, Dublin 4 and company registration number 683471 (hereinafter called the "**Incoming Party**"), its legal successors or assigns;

and each of the parties hereto being a "**Party**" and the term "**Parties**" shall be construed accordingly.

**WHEREAS:**

- A. The Outgoing Party and the Continuing Party are parties to an agreement for D47 Profile Park Demand Facility at Kilcarbery, Co. Dublin dated 1<sup>st</sup> April 2021 (the "**Connection Agreement**").
- B. The Outgoing Party wishes to transfer its rights and obligations under the Contract to the Incoming Party.
- C. Pursuant to Clause 14 of the General Conditions of the Connection Agreement (Version 2.00 July 2013) (the "**General Conditions**"), the Outgoing Party may not transfer any of its rights or obligations under the Connection Agreement without the prior written consent of the Continuing Party.
- D. The Parties have therefore entered into this Agreement to record the following:
  - a. The consent of the Continuing Party to the proposed novation of the Connection Agreement from the Outgoing Party to the Incoming Party; and
  - b. To novate the Outgoing Party's rights, obligations and liabilities under the Connection Agreement to the Incoming Party on the terms of this Agreement with effect from the date of this Agreement (the "**Effective Date**");

**AGREED TERMS:**

**1. Definitions and Interpretation**

In this Agreement, capitalised words and expressions shall, save where the context or subject matter may otherwise require, have the same meaning as set out in the Connection Agreement. The provisions of Clause 2 (Interpretation) of the General Conditions shall apply to this Agreement.

**2. Consent to Novation**

The Continuing Party hereby confirms its consent to the novation of the Connection Agreement from the Outgoing Party to the Incoming Party in accordance with the terms of this Agreement.

**3. Preconditions to Novation**


Novation of this Agreement is conditional upon the Incoming Party providing to the Continuing Party the following:

- a. A Bond(s) from a bank or financial institution [REDACTED] and in the required form (as set out in Schedule 7C of the Connection Agreement);
- b. An Interface Undertaking (in relation to the Transmission System) executed by the Incoming Party in accordance with Clause 12 and Schedule 11 of the Connection Agreement and as attached at Appendix 2 of this Agreement; and
- c. An Interface Undertaking (in relation to the Distribution System) executed by the Incoming Party in accordance with Clause 12 and Schedule 13 of the Connection Agreement and as attached at Appendix 3 of this Agreement.

**4. Novation of the Connection Agreement**

Subject to the Incoming Party's compliance with Clause 3 of this Agreement, with effect from the Effective Date:

- a. The Outgoing Party hereby transfers all its rights, obligations and liabilities under the Connection Agreement to the Incoming Party;
- b. The Incoming Party fully assumes all rights, obligations, and liabilities of the Outgoing Party under the Connection Agreement and all references to the Outgoing Party in the Connection Agreement shall be read and construed as references to the Incoming Party.
- c. The Incoming Party hereby agrees to perform the Connection Agreement and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Outgoing Party.

- 
- d. The Incoming Party hereby agrees to perform the Connection Agreement for a nominal sum of €1 (receipt of which is hereby acknowledged by the Continuing Party) and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Outgoing Party.

**5. Agreement between the Continuing Party and the Outgoing Party**

- a. The Continuing Party and the Outgoing Party release each other from all future obligations to the other under the Connection Agreement.
- b. Each of the Continuing Party and the Outgoing Party releases and discharges the other from all claims and demands under or in connection with the Connection Agreement, including without limitation claims for negligence and fraud, whether arising before or on the Effective Date, and in each case whether known or unknown to the releasing party.
- c. Each of the Continuing Party and the Incoming Party shall have the right to enforce the Connection Agreement and pursue any claims and demands under the Connection Agreement against the other with respect to matters arising before, on or after the Effective Date as though the Incoming Party were the original party to the Connection Agreement instead of the Outgoing Party.

**6. Agreement between the Continuing Party and the Incoming Party**


Subject to the Incoming Party's compliance with Clause 3 of this Agreement, it is hereby agreed between the Continuing Party and the Incoming Party that with effect from the Effective Date:

- a. The Incoming Party shall be entitled to rights and benefits identical to those to which the Outgoing Party was entitled under or in connection with the Connection Agreement; and
- b. The Continuing Party shall be entitled to rights and benefits in relation to the Incoming Party, identical to those to which it was entitled in relation to the Outgoing Party under or in connection with the Connection Agreement.

**7. Amendments to the Connection Agreement**

With effect from the Effective Date, the Connection Agreement is hereby amended as follows:

- a. Schedule 8 of the Connection Agreement shall include the letter of request from the Outgoing Party the Continuing Party requesting the novation to the Incoming Party as set out in Appendix 1 to this Agreement;

- 
- b. Schedule 11 of the Connection Agreement shall include an executed Interface Undertaking between the Incoming Party and the Continuing Party in the form set out in Appendix 2 to this Agreement; and
  - c. Schedule 13 of the Connection Agreement shall include an executed Interface Undertaking between the Incoming Party and the Continuing Party in the form set out in Appendix 3 to this Agreement.

#### **8. The Connection Agreement**

The Connection Agreement shall, save as herein provided, remain in full force and effect.

#### **9. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute this agreement between the Parties.

#### **10. Severability**

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such term or provision (or part thereof) shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

#### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Parties agree to submit to the non-exclusive jurisdiction of the Irish courts.

#### **12. Miscellaneous Provisions**

General Conditions 13 (Confidentiality), 17.3 (Waiver of Rights) and 18 (Entire Agreement) of the Connection Agreement shall be incorporated into this Agreement, mutatis mutandis, and such provisions shall be given full effect as if the same were set out in full in this Agreement.

**SIGNED BY**

DocuSigned by:  
*Siobhan O'Shea*  
06609580345442B

for and on behalf of **EIRGRID PLC**

**Print Name**

Siobhan O'Shea

**SIGNED BY**

DocuSigned by:  
*Michael Treanor*  
6999 6888617C412

for and on behalf of **PROFILE PARK POWER CO 1 LIMITED**

**Print Name**

Michael Treanor

**SIGNED BY**

DocuSigned by:  
*[Signature]*  
F980FC75470A4F6

DocuSigned by:  
*[Signature]*  
0215907CEB3C1471

for and on behalf of **VANTAGE DATA CENTERS DUB11 LIMITED**

**Print Name**

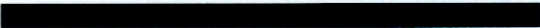
Antoine Boniface

Stephen Kinch



**APPENDIX 1**

Letter of request from the Outgoing Party to the Continuing Party requesting the novation of the Connection Agreement to the Incoming Party and supporting documentation



**APPENDIX 2**

**Insert Interface Undertaking** (in relation to the Transmission System) executed by the Incoming Party in accordance with Clause 12 and Schedule 11 of the Connection Agreement



## **SCHEDULE 11**

### **Interface Undertaking**

The Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking ("Interface Undertaking") in favour of the Company in relation to the Customer's connection to the Transmission System;

1. In this Schedule, the following expressions shall have the following meanings:


"Statutory Instrument" means the European Communities (Internal Market in Electricity) Regulations, 2000 (statutory instrument No. 445 of 2000) as amended by statutory instrument No. 328 of 2003 and by statutory instrument No. 60 of 2005;

"Infrastructure Agreement" means the agreement made on 16 March 2006 pursuant to the requirement of Regulation 18 of the Statutory Instrument that ESB and the Company are required to enter into such agreement for the purpose of enabling the transmission system operator to discharge its functions under the Statutory Instrument.

2. The Customer agrees to comply with the technical requirements for connection to the Transmission System set out in the Agreement and to install protection equipment as required by the Company to protect its facility from faults on the Transmission System.
3. The Customer agrees that ESB is permitted to take any steps it is authorised to take by the Statutory Instrument or the Infrastructure Agreement and the Customer agrees not to make any claim against the ESB in connection with such steps except to the extent that such claim would be permitted under the Agreement if the ESB were a party to that Agreement in place of the Company.
4. The Customer agrees to comply with the ESB Safety Rules and procedures and other requirements reasonably specified by the Company and or ESB to ensure the health and safety of persons coming into contact with, or working in close proximity to, assets forming part of the Transmission System and to ensure that all persons under its control or direction working on or in close proximity to the Transmission System are adequately trained in those requirements.
5. The Customer agrees to grant the ESB access to the Customer's premises and facilities on reasonable notice and subject to the Customer's own health and safety requirements for the purpose of enabling the Board to fulfil its obligations under the Infrastructure Agreement.
6. The Customer agrees to permit the Company to give the ESB information about the Customer's connection to the Transmission System reasonably

required by the ESB to fulfil its obligations under the Infrastructure Agreement subject always to the Company's obligations under the Infrastructure Agreement and the Statutory Instrument.

7. Where the Customer has discovered any fault or other unusual circumstance in relation to its connection to the Transmission System, or in relation to the Transmission System more generally, the Customer will notify both the Company and representatives of the ESB (as designated by the Company) as soon as reasonably possible.
8. The Customer agrees to ensure that public liability insurance is procured and maintained by the Customer in accordance with the Agreement extends to damage suffered by the ESB and its officers, employees, agents and contractors.
9. The Customer agrees that except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of, any claim against the ESB or any of its directors, officers, employees, agents or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or on any other grounds, in connection with the Customer's connection to the Transmission System except for any such claim that, had the ESB been a party to the Agreement in place of the Company, it would have been entitled to claim against the ESB under the terms of the Agreement, and then subject to the ESB being entitled to rely on the limitations and exclusions of liability and indemnities available to a party to the Agreement in the position of the Company.
10. The Customer agrees that except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 9 above and paragraph 11 below or to any right of indemnity in the Agreement, not to make any claim against the ESB arising from any act or omission of the ESB or its officers, agents, employees or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:
  - a) physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
  - b) the liability of the Customer to any other person for loss in respect of physical damage caused directly to the property of such other person; or
  - c) the disconnection or de-energisation of the Customer's connection in circumstances permitted under the Agreement; or
  - d) negligence or breach of statutory duty on the part of the ESB or of any of its officers, employees, agents, or contractors; or

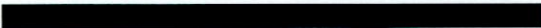
- 
- e) any other matter connected with the Customer's connection to the Transmission System or with the Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount and further, for an amount in respect of all events during the term of the Agreement in excess of the Connection Liability Cap.

11. The Customer agrees that except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 9 and 10 above or to any rights of indemnity in the Agreement, not to make any claim against the ESB or its directors, officers, employees, contractors or agents for, and to waive its rights now and for the future in respect of, any:
  - a) indirect or consequential loss, punitive, special, exemplary or incidental damages;
  - b) loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
  - c) loss damage, cost, demand, suit, liability, fine, penalty or expense whether incurred by the Company or any other person in respect of constraints on the transportation of electricity using the Transmission System or entry to or exit from the Transmission System howsoever arising and including whether due to the size of the Transmission System, planned or unplanned outages, faults, unavailability or arising through the operation of any code or contract;
  - d) loss resulting from the liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 10(b) above,

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.

12. The Company in accordance with the terms of clause 6 of the Infrastructure Agreement is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 11 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of ESB as a owner of the Transmission System is protected.

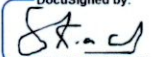


Signed for and on behalf of:-

DocuSigned by:  
*Siobhan O'Shea*  
90C9350C345442B  
\_\_\_\_\_  
**EIRGRID PLC.**

**Print Name**  
Siobhan O'Shea  
\_\_\_\_\_

DocuSigned by:  
  
F980FC75470A4E6  
\_\_\_\_\_

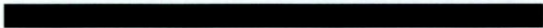
DocuSigned by:  
  
82B507CB83C142F  
\_\_\_\_\_

**VANTAGE DATA CENTERS DUB11 LIMITED**

**Print Name**  
Antoine Boniface  
\_\_\_\_\_

Stephen Kinch  
\_\_\_\_\_







**APPENDIX 3**

**[Insert Interface Undertaking** (in relation to the Distribution System) executed by the Incoming Party in accordance with Clause 12 and Schedule 13 of the Connection Agreement**]**

### **SCHEDULE 13**

#### **Interface Undertaking**

The Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking ("Interface Undertaking") in favour of the Company in relation to the Customer's connection to the Transmission System;

1. The Customer agrees to comply with the technical requirements for connection to the Transmission System set out in the Connection Agreement and to install protection equipment as required by the Company to protect its facility from faults on the Distribution System.
2. The Customer agrees that DSO is permitted to take any steps it is authorised to take under law, including, without limitation, by its' licence or the Distribution Code and the Customer agrees not to make any claims against DSO in connection with such steps.
3. The Customer agrees to permit the Company to give DSO information about the Customer's connection to the Transmission System reasonably required by DSO to fulfill its obligations under its licence and the Distribution Code.
4. In the event that the Customer is unable to notify the Company, the Customer hereby consents to the Company notifying DSO promptly of any fault or other unusual circumstance that it discovers in relation to the Distribution System in connection with the Company's connection.
5. The Customer shall ensure that the public liability insurance procured and maintained by it in accordance with its Connection Agreement with the Company extends to damage suffered by DSO and its officers, employees, agents and contractors.
6. The Customer agrees that except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of, any claim against the DSO or any of its directors, officers, employees, agents, distribution connected customers or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or on any other grounds, in connection with the Customer's connection to the Transmission System or the DSO's operation of the Distribution System except for any such claim that it is entitled to make against the DSO as set out in paragraph 7 below and subject always to paragraph 8 below.
7. The Customer agrees that, except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 6 above and paragraph 8 below or to any right of indemnity in the Connection Agreement, not to make any claim against DSO arising from any act or omission of DSO or its officers, agents, employees,



[REDACTED]

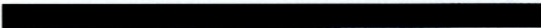
distribution connected customers or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:

- a) physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
- b) the liability of the Customer to any other person for loss in respect of physical damage cause directly to the property of such other person; or
- c) the disconnection or de-energisation of the Customer's connection in circumstances permitted under the Connection Agreement; or
- d) negligence or breach of statutory duty on the part of or of any of its officers, employees, agents, or contractors; or
- e) any other matter connected with the Customer's connection to the Transmission System and/or related to the operation by the DSO of the Distribution System or with the Connection Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount and further, for an amount in respect of all events during the term of the Connection Agreement in excess of the Connection Liability Cap.

8. The Customer agrees that, except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 6 and 7 above to any rights of indemnity in the Agreement, not to make any claim against DSO or its directors, officers, employees, contractors, distribution connected customers or agents for, and to waive its rights now and for the future in respect of, any:
- a) indirect or consequential loss, punitive, special, exemplary or incidental damages;
  - b) loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
  - c) loss resulting from liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 7(b) above,

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.



Signed for and on behalf of EirGrid plc:-

DocuSigned by:  
*Siobhan O'Shea*  
90C9350C345442B

---

**EIRGRID PLC**

**Print Name**

Siobhan O'Shea

---

DocuSigned by:  
  
F980FC75470A4E6

---

**VANTAGE DATA CENTERS DUB11 LIMITED**

DocuSigned by:  
  
B2B507CB83C142F

---

**Print Name**

Antoine Boniface

---

Stephen Kinch

---



## MEMO

Project name **Vantage Data Center DUB-13**  
Project no. **16200148831620014883**  
Client **Vantage Data Centers DUB11 Limited**  
Memo no. **REH2022N01645-RAM-RP-00056**  
Version -  
To **South Dublin County Council**  
From **David Harbon**

Prepared by **David Harbon**  
Checked by **Jessica Allcock**  
Approved by **Tom Smith**

### **Response to SD22A/0420 Request for Additional Information and Chief Executive's Order PR/0038/23**

Date 01/02/2023

Vantage Data Centres DUB11 Limited ('the Applicant') submitted a full planning application (ref: SD22A/0420) to South Dublin County Council (SDCC) for the development of land located at Profile Park Site, Kilcarbery ('the site'). On 12 January 2023 SDCC requested additional information (the 'AI request') to inform the planning application.

This memo has been prepared to respond to the AI request in respect of Acoustics. The memo will make reference and respond to the two documents issued by SDCC:

- SD22A/0420 Notification, section (3); and
- Chief Executive's Order PR/0038/23

Ramboll  
Cornerblock  
Two Cornwall Street  
Birmingham  
West Midlands B3 2DX  
United Kingdom

T +44 121 230 1650  
<https://uk.ramboll.com>

### **SD22A/0420 Notification**

Section 3 of the SD22A/0420 raises queries in respect of the noise assessment. Each point is addressed in turn within the section:

- *"The proposal is not acceptable to the Environmental Health Department until the following information has been submitted and assessed. An acoustic assessment must be undertaken by a suitably qualified acoustic consultant describing and assessing the impact of noise emissions from the proposed development to include accumulative noise impacts.*

Ramboll Response:

- The noise assessment was compiled by David Harbon (MSc, CEng, MIOA) of Ramboll Acoustics. David has 11 years' experience in acoustic consultancy and is a Chartered Member of the Institute of Acoustics.

Ramboll UK Limited  
Registered in England & Wales  
Company No: 03659970  
Registered office:  
240 Blackfriars Road  
London  
SE1 8NW

- The assessment was checked and approved by Craig Barson (BEng (Hons), MIOA) of Ramboll Acoustics. Craig leads the UK Acoustic Team for Ramboll and has over 25 years' experience in acoustic consulting. Craig is a Member of the Institute of Acoustics.

*The investigation must include, but not be necessarily limited to, the following:*

- (a) *The identification of any neighbouring noise sensitive receivers who may be potentially impacted by the proposal*

Ramboll Response:

- See EIA Chapter 9: Noise and Vibration, Spatial Scope 9.2.6 to 9.2.9, which identifies the nearest sensitive receptors, the rationale for their selection, use type and distance from site. These are also summarised on Figure 9-1.
- (b) *The identification of all operations conducted onsite as part of the development proposal that are likely to give rise to a public nuisance for the neighbouring noise sensitive receivers.*

Ramboll Response:

- See EIA Chapter 9: Noise and Vibration, sections 9.7-9.11, which outline the baseline conditions, plant forming the future baseline at the site due to the consented DUB-1 campus, the proposed plant and mitigation, and predicted operational noise levels during typical and emergency operation of the proposed development.
- (c) *An assessment of the existing background ( $L_{A90, 15 min}$ ) and ambient ( $L_{Aeq, 15 Min}$ ) acoustic environment at each receiver locations representative of the time periods that any noise impacts may occur. NOTE: For the purposes of the assessment background noise includes; noise of the surrounding environment excluding all noise sources currently located on-site.*

Ramboll Response:

- See EIA Chapter 9: Noise and Vibration, section 9.7 Baseline Conditions and Table 9-27 for existing ambient and background noise levels, representative of each assessed receptor location.
- (d) *Distances between the development and the nearest noise sensitive receiver and the predicted level of noise ( $L_{Aeq, 15min}$ ) at each receiver for each development activity. These noise predictions must be conducted for all operational noise and the construction noise activities. The predicted level of noise should be assessed at the boundary of each receiver.*

Ramboll Response:

- The distances to each noise sensitive receptor (NSR) are provided in EIA Chapter 9: Noise and Vibration Table 9-1 and Figure 9-1.
- Construction noise level predictions are predicted in EIA Chapter 9: Noise and Vibration Table 9-26. Predictions are in terms of a daily average noise level, as is required by best practice guidance BS 5228:2009+A1:2014, and not  $L_{Aeq, 15mins}$  which would not be appropriate for assessment of construction noise.
- Operational noise levels are predicted in EIA Chapter 9: Noise and Vibration Table 9-29, and the predicted rating noise level difference between the future baseline noise levels and with

Confidential

2/6 Doc ID REH2022N01645-RAM-RP-00056 / Version 1.0

the proposed development in place are detailed in Table 9-30. The rating noise level criteria of Table 9-29 are set based on the measured existing background noise levels. The predicted noise levels are in terms of  $L_{Ar,15mins}$  (dB) as is required by BS 4142:2014+A1:2019. The  $L_{Ar}$  level is the specific noise level from the site (in terms of  $L_{Aeq,15mins}$ ) plus any penalty to BS 4142:2014+A1:2019, as required. The predictions are at the façade of the noise sensitive receptors, as per the previous assessment for the now consented DUB-1 campus, and as is required of SDCC's standard condition (as below).

- *(e) A statement outlining any recommended acoustic control measures that should be incorporated into the development to ensure the use will not create adverse noise impacts on the occupiers of any neighbouring noise sensitive properties*

Ramboll Response:

- The embedded mitigation measures include the careful selection of low noise emission plant with attenuation packs. The plant selections and attenuation packages are detailed in EIA Chapter 9: Noise and Vibration 'Future Baseline' section, as the plant selections are the same as those selected for the now consented DUB-1 campus.
  - EIA Chapter 9: Noise and Vibration paragraph 9.8.32 details the number of each selected plant item required for the operation of DUB-13.
- *(f) The applicant is required to demonstrate whether the proposed development can meet the standards set out by South Dublin County Council as detailed in Councils Standard condition below: Noise due to the normal operation of the proposed development, expressed as  $L_{Aeq}$  over 15 minutes at the façade of a noise sensitive location, shall not exceed the daytime background level by more than 10 dB(A) and shall not exceed the background level for evening and night time. Clearly audible and impulsive tones at noise sensitive locations during evening and night shall be avoided irrespective of the noise level."*

Ramboll Response:

- Noise emission limits for the proposed development are detailed in EIAR Chapter 9: Noise and Vibration Table 9-27, to meet the criteria of SDCC's standard condition.
- Compliance with these criteria are detailed in EIA Chapter 9: Noise and Vibration Table 9-29 and Table 9-30.

Confidential

3/6 Doc ID REH2022N01645-RAM-RP-00056 / Version 1.0

## Record of Executive Business and Chief Executive's Order

Page 32 and 33 of PR/0038/23 states:

### **Residential Amenity**

The EHO report states:

"On review of the noise impact assessment by Environmental Health it is noted the Noise impact assessment fails to outline and predict the impact of the proposed development on the surrounding environment. The key issues from the report have been summarised below:

- The report does not outline a review of the predicted changes in existing background noise levels for each of the nearby noise sensitive receivers across day and night time as a result of the proposed development. This component of a noise impact assessment is essential when ascertaining the potential impact.

Ramboll Response:

- Operational noise levels are predicted in EIA Chapter 9: Noise and Vibration Table 9-29, and the predicted rating noise level difference between the future baseline noise levels and with the proposed development in place are detailed in Table 9-30.
  - Noise emission limits for the proposed development are detailed in EIA Chapter 9: Noise and Vibration Table 9-27, to meet the criteria of SDCC's standard condition. These are set relative to the existing background noise levels as measured around the proposed development site, at locations representative of the nearest receptors.
  - Compliance with these criteria are detailed in EIA Chapter 9: Noise and Vibration Table 9-29 and Table 9-30.
- An acoustic report must include a detailed breakdown of the predicted change or increase in background noise levels across each of the nearest noise sensitive residential receivers. This would generally include the receiver's location, the predicted construction/operational noise at this receiver and confirmation as to whether the predicted noise level complies with the relevant criteria. This should also be calculations based on various different scenarios such as emergency operations, day and night time noise level predictions.

Ramboll Response:

- The receiver locations (noise sensitive receptors (NSRs) are detailed in EIA Chapter 9: Noise and Vibration, Spatial Scope 9.2.6 to 9.2.9, which identifies the nearest sensitive receptors, the rationale for their selection, use type and distance from site.
- The distances to each receptor are provided in EIA Chapter 9: Noise and Vibration Table 9-1 and Figure 9-1.
- Construction noise level predictions are outlined in EIA Chapter 9: Noise and Vibration Table 9-26. The predicted levels comply with the criteria of EIA Chapter 9: Noise and Vibration Table 9-6, as established to the methodology of BS 4142+2014+A1:2019.
- Operational noise levels are predicted in EIA Chapter 9: Noise and Vibration, Table 9-29, and the predicted rating noise level difference between the future baseline noise levels and with the proposed development in place are detailed in Table 9-30. The rating noise level criteria of Table 9-29 are set based on the measured existing background noise levels. The results are detailed for typical daytime/night-time operation, and operation

Confidential

in the emergency condition. The noise levels during typical operation will be the same during daytime and night-time periods, as the proposed development would operate 24/7. The predicted noise levels are in terms of  $L_{Ar,15mins}$  (dB) as is required by BS 4142:2014+A1:2019. The  $L_{Ar}$  level is the specific noise level from the site (in terms of  $L_{Aeq,15mins}$ ) plus any penalty to BS 4142:2014+A1:2019, as required. The predictions are at the façade of the receptor locations, as per the previous assessment for the now consented DUB-1 campus (ref:SD21A/0241), and as is required of SDCC's standard condition.

- Noise contour plots for typical operation (worst and best case scenarios) are provided in EIAR Chapter 9: Noise and Vibration Figures 9-6 and 9-7, respectively. A noise contour plot for emergency operation is provided in EIAR Chapter 9: Noise and Vibration Figure 9-8. Each of these plots demonstrate that the predicted noise levels at each assessed receptor location are predicted to be no-worse than with the already consented DUB-1 campus being operational.
- *The report only appears to include information around methodology and fails to provide key predictions for both operational noise and construction noise.*

Ramboll Response:

This statement is incorrect. EIAR Chapter 9: Noise and Vibration includes both the assessment methodology and results.

- The results of the construction noise assessment are provided in EIA Chapter 9: Noise and Vibration, Section 9.8 Assessment of Effects (Demolition and Construction Effects).
- The results of the operational noise assessment are provided in EIA Chapter 9: Noise and Vibration, Section 9.8 Assessment of Effects (Operation Effects).
- Residual demolition and construction and operation effects are detailed in EIA Chapter 9: Noise and Vibration Section 9.11 Assessment of Residual Effects.
- *The report does not provide any cumulative noise impact calculations to account for the existing and future developments in this area. The assessment of cumulative noise impacts is important when trying to manage the incremental increase of background noise in a relatively quiet area, which is referred to as "background creep."*

Ramboll Response:

The operational noise assessment detailed in EIAR Chapter 9: Noise and Vibration Tables 9-28 to Table 9-30 detail the cumulative impact of the proposed development noise levels, along with the consented DUB-1 campus.

The likelihood for Inter-Project Effects due to other consented schemes are detailed in Table 9-32, in EIAR Chapter 9: Noise and Vibration 9.12 Cumulative Effects.

Both the operational noise assessment and the assessment of Inter-Project Effects assess the incremental increase of background noise, referred to as "background creep."

Confidential

- *The noise report largely consists of methodology information such as noise modelling parameters however the key components around predicted noise impact from the proposed development have not been provided.*

Ramboll Response:

This statement is incorrect. EIAR Chapter 9: Noise and Vibration includes both the assessment methodology and results.

- The results of the construction noise assessment are provided in EIA Chapter 9: Noise and Vibration, Section 9.8 Assessment of Effects (Demolition and Construction Effects).
- The results of the operational noise assessment are provided in EIA Chapter 9: Noise and Vibration, Section 9.8 Assessment of Effects (Operation Effects).
- Residual demolition and construction and operation effects are detailed in EIA Chapter 9: Noise and Vibration Section 9.11 Assessment of Residual Effects.
- Cumulative effects of the consented DUB-1 campus and proposed development are detailed in EIAR Chapter 9: Noise and Vibration Table 9-28 to Table 9-30, and the potential Inter-Project Effects are discussed in Table 9-32 of EIAR Chapter 9: Noise and Vibration 9.12 Cumulative Effects.

Ramboll Acoustics believe that the requested additional information is contained in EIAR Chapter 9: Noise and Vibration. This memo highlights where each of the requested information items is contained in the chapter and provides further clarification as to how the assessments have been compiled.

Ramboll can provide further clarification on the assessment, if required, following a full SDCC review of the information provided to date.

Confidential

6/6 Doc ID REH2022N01645-RAM-RP-00056 / Version 1.0