



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

**Decision of the Commissioner for Environmental Information
on an appeal made under article 12(5) of the European Communities
(Access to Information on the Environment) Regulations 2007 to 2018
(the AIE Regulations)**

Case: OCE-114531-T3X7W2

Date of decision: 18 November 2022

Appellant: Kieran Cummins

Public Authority: Meath County Council (the Council)

Issue: Whether the information requested by the appellant is “environmental information” within the meaning of the AIE Regulations and, if so, whether the Council is entitled to refuse access to that information on the basis of article 7(3) of the Regulations (i.e. that the information is already available to the appellant in another form or manner).

Summary of Commissioner's Decision: The Commissioner found that the information requested was “environmental information” and that article 7(3) of the Regulations did not apply. He remitted the matter to the Council for further consideration.

Right of Appeal: A party to this appeal or any other person affected by this decision may appeal to the High Court on a point of law from the decision, as set out in article 13 of the AIE Regulations. Such an appeal must be initiated not later than two months after notice of the decision was given to the person bringing the appeal.



Background

1. Between 13 and 14 July 2021, the appellant made six requests to Meath County Council (the Council) seeking information on various planning applications. Those planning applications sought permission to engage in quarrying activities on lands in Meath as well as certain related activities such as the construction and operation of a concrete batching plant, offices, staff facilities, workshops, batching and asphalt plants. Each of the appellant's six requests sought between 5 and 13 items of information amounting to 59 items in total. These items included confirmations that certain conditions attached to the relevant planning permissions had been complied with as well confirmation of compliance with the terms of certain enforcement notices. They also included requests for information which would vouch that certain financial conditions had been complied with as well as requests for updates to figures which had been noted in the relevant conditions as being "subject to review". The precise wording of each request is contained at Appendix 1.
2. The Council issued decisions in respect of all six requests on 4 August 2021. Although it issued six separate decisions, the content of each was almost identical and advised the appellant that his request was being refused for two reasons. The first was that the Council did not consider the information requested to be "environmental information" on the basis that "the records requested relate to financial information". The Council's decision also referred to article 7(3) of the Regulations. It noted that "a record a copy of which is available for purchase or removal free of charge by members of the public, Letters of Compliance can be requested from the Planning Authority in respect of each planning reference. There is a €50 fee per Letter of Compliance". Although this statement is unclear, the Council's position appears to be that the information requested by the appellant was available in another form or manner (i.e. through an inspection of the planning file or a request for a Letter of Compliance) such that it was entitled to refuse his request on the basis of article 7(3) of the AIE Regulations.
3. The appellant requested an internal review of the original decisions. He argued that the information sought was environmental information. He also refuted the suggestion that article 7(3) applied to his request. Finally, he argued that a fee of €50 per letter was cost prohibitive.
4. The internal review outcome issued by the Council in respect of all six requests reiterated that access was being refused on the basis that the records requested were not environmental information.
5. The appellant appealed to this Office on 18 October 2021.

Scope of Appeal

6. The Council has refused to provide the appellant with access to information requested by him on the basis that the information is not "environmental information" within the meaning of the Regulations and that the information is already available to the public in another form or manner such that article 7(3) applies. No reference to article 7(3) was made in the internal review but the Council has advised this Office's Investigator in its submissions that it still relies on that article as a basis for refusal.



7. This review is therefore concerned with:

- (i) whether the information requested by the appellant is “environmental information” within the meaning of the AIE Regulations;
- (ii) if so, whether the Council is entitled to rely on article 7(3) of the Regulations to refuse to provide the appellant with the information in the form or manner requested by him.

Preliminary Matters

8. As noted above, the Council provided limited reasoning to the appellant for its conclusions that the information in question was not “environmental information” and that article 7(3) of the Regulations applied. When asked to elaborate on its reasoning by my Investigator, the Council provided some further information. The Council’s submissions to this Office were, at best, unclear and made reference to the fact that the information was commercially sensitive. Those submissions also noted that certain planning applications referred to in the appellant’s request had been appealed to An Bord Pleanála and that no final determination had been made in relation to the status of those applications. The relevance of the latter argument is not clear. Article 9(1)(c) of the Regulations does provide that a public authority may refuse to make environmental information available where disclosure would adversely affect commercial or industrial confidentiality, where such confidentiality is provided for in national or Community law to protect a legitimate economic interest. For the avoidance of doubt, this appeal is not concerned with whether article 9(1)(c) provides a basis for refusal of the requested information, as no reference was made by the Council to this provision in either its original decision or its internal review outcome and only passing reference was made to the issue of commercial sensitivity in submissions to this Office. It should also be noted that the Council’s communications both to the appellant and to this Office have been sparse and sometimes difficult to comprehend. The Council should be aware that articles 7(4) and 11(4) of the AIE Regulations require it to provide reasons for refusal both at decision and internal review stage. The Courts have noted on a number of occasions that the purpose of such a duty to give reasons is to enable a person affected by that decision to exercise their right of appeal or judicial review in accordance with their constitutional right to access to justice such that the reasons given must be sufficient to “disclose the essential rationale on foot of which the decision is taken” (see *Meadows v Minister for Justice, Equality & Law Reform* [2010] IESC 3). The Council should therefore take steps to ensure that more comprehensive and coherent detail is provided to applicants making requests under the AIE Regulations.

Analysis and Findings

9. I am directed by the Commissioner for Environmental Information to carry out a review of this matter. I have now completed this review under article 12(5) of the Regulations. In doing so, I have had regard to the submissions made by the appellant and the Council. In addition, I have had regard to:

- Directive 2003/4/EC (the AIE Directive), upon which the AIE Regulations are based;
- the 1998 United Nations Economic Commission for Europe Convention on Access to Information, Public Participation in Decision-Making and Access to Justice in Environmental Matters (the Aarhus Convention);



- The Aarhus Convention—An Implementation Guide (Second edition, June 2014) ('the Aarhus Guide');
- the judgments in *Minch v Commissioner for Environmental Information* [2017] IECA 223 (*Minch*), *Redmond & Anor v Commissioner for Environmental Information & Anor* [2020] IECA 83 (*Redmond*), *Electricity Supply Board v Commissioner for Environmental Information & Lar Mc Kenna* [2020] IEHC 190 (*ESB*) and *Right to Know v Commissioner for Environmental Information & RTÉ* [2021] IEHC 353 (*RTÉ*);
- the judgment of the Court of Appeal of England and Wales in *Department for Business, Energy and Industrial Strategy v Information Commissioner* [2017] EWCA Civ 844 (*Henney*) which is referenced in the decisions in *Redmond*, *ESB* and *RTÉ*; and
- the decisions of the Court of Justice of the European Union in *C-321/96 Wilhelm Mecklenburg v Kreis Pinneberg - Der Landrat (Mecklenburg)* and *C-316/01 Eva Glawischnig v Bundesminister für soziale Sicherheit und Generationen (Glawischnig)*.

What follows does not comment or make findings on each and every argument advanced but all relevant points have been considered.

10. As outlined above, there are two issues to be considered in this appeal. The first is whether the information requested is “environmental information”. If it is, then the question of whether the Council is entitled to rely on article 7(3) of the Regulations to refuse to provide the appellant with the information in the form or manner requested by him, must also be considered.

Is the information “environmental information” within the meaning of the AIE Regulations?

11. The appellant argues that the information is “environmental information” within the meaning of the AIE Regulations as “financial conditions on a quarry are an integral part of the environment including as they do; reinstatement bonds, monitoring contributions, upkeep of roads and so forth”. He also submits that the information requested is “vital compliance related information which directly affects the decision whether or not to refer a planning / environmental matter to either An Bord Pleanála or to the courts”.
12. The Investigator invited the Council to make submissions on this appeal as part of which she included a number of specific requests, one of which was that the Council set out in detail the basis on which it considered the information requested to fall outside the definition of “environmental information” contained in article 3(1) of the Regulations. As outlined above, the submissions provided by the Council were not entirely clear but I have attempted to set out my understanding of its arguments in respect of the “environmental information” question below:
 - (i) The Council submitted that financial conditions are not integral or critical to the environment as the permission for development has been delivered and that on grant of planning permission all environmental factors have been fully considered and conditions applied in relation to the development. It argued that the financial conditions “do not provide any information on the state



of the environmental factors” and that “members of the public have no further decisions or input on these matters and as such are remote from measures and activities of the environmental elements”.

- (ii) It submitted that an open-ended interpretation of access to financial documents would have to be approached with caution and would not serve the public interest. It argued that financial transactions relating to financial conditions could be deemed commercially sensitive and there may be financially sensitive payment plans agreed for phased payments of development levies, the details of which would be regarded as confidential by the individuals and businesses concerned. It argued that to release such information to the public at large may have a detrimental effect on the privacy of applicants who received planning permission or on the commercial competitiveness of businesses.

13. Article 3(1) of the AIE Regulations defines environmental information as “information in written, visual, aural, electronic or any other material form on –

- (a) the state of the elements of the environment, such as air and atmosphere, water, soil, land, landscape and natural sites including wetlands, coastal and marine areas, biological diversity and its components, including genetically modified organisms and the interaction among these elements,
- (b) factors, such as substances, energy, noise, radiation or waste, including radioactive waste, emissions, discharges and other releases into the environment, affecting or likely to affect the elements of the environment,
- (c) measures (including administrative measures), such as policies, legislation, plans, programmes, environmental agreements, and activities affecting or likely to affect the elements and factors referred to in paragraphs (a) and (b) as well as measures or activities designed to protect those elements,
- (d) reports on the implementation of environmental legislation,
- (e) cost-benefit and other economic analyses and assumptions used within the framework of the measures and activities referred to in paragraph (c), and
- (f) the state of human health and safety, including the contamination of the food chain, where relevant, conditions of human life, cultural sites and built structures inasmuch as they are, or may be, affected by the state of the elements of the environment referred to in paragraph (a) or, through those elements, by any of the matters referred to in paragraphs (b) and (c)”.

14. The AIE Regulations transpose the AIE Directive at national level and the definition of “environmental information” in the Regulations, mirrors that contained in the Directive. The AIE Directive was adopted to give effect to the first pillar of the Aarhus Convention in order to increase public access to environmental information and enable an informed public to participate more effectively in environmental decision-making. It replaced Council Directive 90/313/EEC, the previous AIE Directive.



15. The right of access to environmental information that exists includes access to information “on” one or more of the six categories at (a) to (f) of the definition. According to national and EU case law on this matter, while the concept of “environmental information” as defined in the AIE Directive is broad (*Mecklenburg* at paragraph 19), there must be more than a minimal connection with the environment (*Glawischnig* at paragraph 25). Information does not have to be intrinsically environmental to fall within the scope of the definition (*Redmond* at paragraph 58; see also *ESB* at paragraph 43). However, a mere connection or link to the environment is not sufficient to bring information within the definition of environmental information. Otherwise, the scope of the definition would be unlimited in a manner that would be contrary to the judgments of the national and European courts. In his decision in *RTÉ*, Barrett J noted that the first step when assessing whether information is “environmental information” is to identify the element of the definition which that information might be considered information “on” (para 52).
16. In this case, the information being sought is information relating to compliance with planning permissions which relate, among other things, to applications to engage in quarrying activities on lands in Meath as well as certain related activities such as the construction and operation of a concrete batching plant, offices, staff facilities, workshops, batching and asphalt plants. One application sought permission to develop a waste recovery facility to crush, screen and stockpile construction and demolition waste. The appellant has asked the Council to provide him with confirmation that certain enforcement notices and financial conditions connected to those permissions have been complied with. Those financial conditions include requirements to make payments to the Council as security for satisfactory completion and reinstatement of the permitted developments, to make annual payments to the Council to enable supervision and monitoring by the Council and, to make contributions towards road construction, road improvements and other forms of public infrastructure. In his initial request, the appellant sought confirmation that all elements of the conditions he referred to had been complied with. In the five additional requests, he sought documents which would demonstrate such compliance. Some of the financial conditions he referred to also noted that the amounts to be paid by the developer were “subject to review” or to be “as agreed between the planning authority and the developer” and the appellant sought details of the final figures agreed.
17. The Council, in its submissions to my Office, note that when granting planning permission pursuant to a planning application it may put a range of conditions in place spanning a wide range of issues in its capacity as a Planning Authority. These include conditions relating to what the Council terms “environmental issues” such as noise, ground water, dust or surface water, conditions relating to transport, hours of operation, blasting, the storage of chemicals, limits on the volume of material which can be removed from the site, the management of waste stockpiles, water abstractions and conditions requiring remediation of the site. They also include financial conditions of the type at issue in this case such as requirements to contribute to expenditure to be incurred by the Council in improving and altering public roads to ensure the development is properly served or requirements to provide a cash deposit or bond as security for the satisfactory remediation of a site.



18. The relevant aspect of the definition in this case is paragraph (c) which provides that “information on...measures (including administrative measures) such as policies, legislation, plans, programmes, environmental agreements and activities affecting or likely to affect the elements [of the environment] and factors [affecting or likely to affect those elements]... as well as measures or activities designed to protect those elements” is “environmental information”. An activity is “likely to affect” the elements and factors of the environment if there is a real and substantial possibility that it will affect the environment, whether directly or indirectly. While it is not necessary to establish the probability of a relevant environmental impact, something more than a remote or theoretical possibility is required (*Redmond* at paragraph 63).
19. As noted by Barrett J in *RTÉ*, where an assessment under article 3(1)(c) is to be carried out, the first step is to identify the relevant measure or activity. It is important to note that information may be “on” one measure or activity, more than one measure or activity or both a measure or activity which forms part of a broader measure (*Henney* at paragraph 42). In identifying the relevant measure or activity that the information is “on” one may consider the wider context and is not strictly limited to the precise issue with which the information is concerned, and it may be relevant to consider the purpose of the information (*ESB* at paragraph 43).
20. The Aarhus Guide notes that the Aarhus Convention expressly includes “administrative measures, environmental agreements, policies, legislation, plans and programmes” when referring to measures and activities likely to affect the environment in its definition of “environmental information”. Similar wording is used in article 2(1)(c) of the AIE Directive and article 3(1)(c) of the AIE Regulations. The Aarhus Guide notes that the use of these terms suggests that some degree of human action is required. The Guide also describes the terms “activities or measures”, as referring to “decisions on specific activities, such as permits, licences, permissions that have or may have an effect on the environment”. The Court of Appeal in *Minch* was of the view that the reference to “plans” and “policies” in article 3(1)(c) is significant, and suggests that the measure or activity in question must have “graduated from simply being an academic thought experiment into something more definite such as a plan, policy or programme – however tentative, aspirational or conditional such a plan or policy might be – which, either intermediately or mediately, is likely to affect the environment” (paragraph 39). Hogan J went on to explain that the requirement for there to be a plan or something in the nature of a plan, curtails a potentially open-ended or indefinite right of access to documents (paragraph 41). If this were not the case, then virtually any information held by or for a public authority referring, either directly or indirectly, to environmental matters would be environmental information. This would run contrary to the CJEU’s judgment in *Glawischnig* (paragraph 21; see also *Glawischnig* at paragraph 25).
21. The CJEU in *Mecklenberg* stated at paragraph 20 of its judgment that “the use in Article 2(a) of the Directive of the term ‘including’ indicates that ‘administrative measures’ is merely an example of the ‘activities’ or ‘measures’ covered by the directive”. It noted that “as the Advocate General pointed out in paragraph 15 of his Opinion, the Community legislature purposely avoided giving any definition of



‘information relating to the environment’ which could lead to the exclusion of any of the activities engaged in by public authorities, the term ‘measures’ serving merely to make it clear that the acts governed by the Directive included all forms of administrative activity”.

22. Barrett J remarked in RTÉ that “the European Court of Justice [in *Mecklenberg*] could not have taken a more expansive view of what comprises an administrative measure for the purposes of the 1990 directive” (paragraph 19). He also noted that Recital 2 of the current AIE Directive should be borne in mind when approaching case-law, such as *Mecklenberg*, which is concerned with Directive 90/313/EEC, the predecessor to the current AIE Directive (RTÉ, paragraph 7). Recital 2 of the AIE Directive provides as follows:

“Council Directive 90/313/EEC of 7 June 1990 on the freedom of access to information on the environment initiated a process of change in the manner in which public authorities approach the issue of openness and transparency, establishing measures for the exercise of the right of public access to environmental information which should be developed and continued. This Directive expands the existing access granted under Directive 90/313/EEC....”

23. Barrett J considered the reference to the current AIE Directive having “initiated a process of change” to be noteworthy and concluded that “what had been in play over the course of the lifetime of [the previous AIE] directive and its more recent successor is an evolutionary process”, the consequence being that “one must approach the current directive as being not just expansive but increasingly so” (RTÉ, paragraph 8). He also stated that it was “difficult to conceive of how the Community legislature could have taken a more expansive approach to the scope of the concept of “environmental information”, having regard to Recital 10 of the current AIE Directive (RTÉ, paragraph 9).

Does this case involve measures or activities which give rise to the environmental impact required under article 3(1)(c)?

24. In my view, there are a number of “measures or activities” in this case which would come within the definition contained at paragraph (c) of article 3(1). In the first instance, the activities in respect of which the relevant planning permissions are being sought are activities affecting or likely to affect the environment. Quarrying, construction and the operation of a concrete batching plant and waste recovery facility are all activities which will have an environmental impact. All of these activities are considered “developments” within the meaning of the Planning and Development Act 2000, section 3 of which defines a development as “the carrying out of any works on, in, over or under land or the making of any material change in the use of any structures or other land”. Land in turn is an “element of the environment” within the meaning of paragraph (a) of the definition of environmental information contained in the Regulations. Specific reference is also made to quarrying in sections 261 and 261A of the 2000 Act and the environmental impact of quarrying has been the subject of a number of Superior Court decisions including *An Taisce v An Bord Pleanála*, *Sweetman v An Bord Pleanála* [\[2020\] IESC 39](#).



25. The planning procedure and the grant of permission are therefore measures affecting or likely to affect the environment as they determine the extent to which works and material changes can be carried out on land. Many of the conditions attached to planning permission are also measures designed to protect the environment including those financial conditions which require the developer to make payments as security for the satisfactory development and reinstatement of the site and those which require the developer to make payments to the Council so that the Council can supervise and monitor the development. The conditions which require the making of payments to the Council in respect of roadworks and other public infrastructure are measures which affect or are likely to affect the environment since there is more than a remote or theoretical possibility that those works will involve some element of construction which will have an environmental impact. Indeed, the Aarhus Guide specifically notes that measures include “decisions on specific activities, such as permits, licences, permissions that have or may have an effect on the environment”.

Is the information requested information “on” those measures or activities?

26. Having identified the relevant measures or activities, it is necessary to consider the information in question with a view to determining whether it is information “on” that measure or activity. Again, *RTÉ* (see paragraph 52) endorses the approach set out by the Court of Appeal of in England and Wales in *Henney* which is as follows (see paragraphs 47 and 48):

“...the way the line will be drawn [i.e. in determining whether one is dealing with ‘information on...’] is by reference to the general principle that the Regulations, the Directive, and the Aarhus Convention are to be construed purposively. Determining on which side of the line the information falls will be fact and context-specific. But it is possible to provide some general guidance as to the circumstances in which information relating to a project will not be information on the project for the purposes of section 2(1)(c) because it is not consistent with or does not advance the purpose of those instruments.

My starting point is the recitals to the Aarhus Convention and the Directive, in particular those set out at para 15 above. They refer to the requirement that citizens have access to information to enable them to participate in environmental decision-making more effectively, and the contribution of access to a greater awareness of environmental matters, and eventually, to a better environment. They give an indication of how the very broad language of the text of the provisions may have to be assessed to provide a framework for determining the question of whether in a particular case information can properly be described as on a given measure”.

27. It is important to bear in mind that the decision in this case relates to a threshold jurisdictional issue and that a finding that the information in question is “environmental information” may not result in automatic disclosure of the information; and the matter may need to be remitted to the Council for further consideration. This means that the detail that I can give about the content of the records and



the extent to which certain matters can be described in this analysis is limited. I should make it clear, however, that I have examined all records provided by the Council for the purpose of this analysis. In order to determine whether those records constitute environmental information, it is necessary to look in more detail at the guidance contained in the case law relating to the meaning of the term “information on”.

28. *Henney* suggests that, in determining whether information is “on” the relevant measure or activity, it may be relevant to consider the purpose of the information such as why it was produced, how important it is to that purpose, how it is to be used, and whether access to it advances the purposes of the Aarhus Convention and AIE Directive (paragraph 43; see also *ESB* at paragraph 42). Information that does not advance the purposes of the Aarhus Convention and AIE Directive may not be “on” the relevant measure or activity (*Redmond* at paragraph 99). As the Court noted in *Henney*, the recitals of both the Aarhus Convention and the AIE Directive refer to the requirement that citizens have access to information to provide for a greater awareness of environmental matters, to enable more effective participation in environmental decision-making and to facilitate the free-exchange of views with the aim that all of this should lead, ultimately, to a better environment. They give an indication of how the very broad language of the text of the provisions in the Convention and Directive may have to be assessed and provide a framework for determining the question of whether, in a particular case, information can properly be described as on a given measure (see *Henney* at paragraph 48 and RTÉ at paragraph 52). Finally, as the High Court noted in *ESB* information that is integral to the relevant measure or activity is information “on” it (see paragraphs 38, 40 and 41) while information that is too remote from the relevant measure or activity does not qualify as environmental information (*ESB* at paragraph 43). The guidance provided by the Courts suggests that there is a sliding scale, with information integral to a measure at one end (in the sense that it is quite definitively information “on” a measure) and information considered too remote from the relevant measure at the other (in the sense that it is not). The example referred to in *Henney* noted that a report on PR and advertising strategy might be considered information “on” the Smart Meter Programme “because having access to information about how a development is to be promoted will enable more informed participation by the public in the programme”. However, information relating to a public authority's procurement of canteen services in the department responsible for delivering a road project would likely be considered too remote (see paragraph 46).
29. The appellant is seeking information confirming and demonstrating compliance with planning conditions and enforcement notices. The Council argues that what the appellant seeks is information relating to compliance with financial conditions and that those financial conditions are not integral or critical to the environment as the permission for development has been delivered and on grant of planning permission all environmental factors have been fully considered and conditions applied in relation to the development. However, in my view, the financial conditions are integral elements of the planning permissions to which they relate since the permission is granted subject to compliance with those conditions. Similarly, enforcement notices are key elements of planning permissions since they provide the Planning Authority with a mechanism to deal with non-compliance. The conditions



and enforcement notices are also key elements of the underlying activities which are the subject of the planning permission since failure to comply with those conditions and enforcement notices would render those activities illegal.

30. The Council also argues that the financial conditions “do not provide any information on the state of the environmental factors” and that “members of the public have no further decisions or input on these matters and as such are remote from measures and activities of the environmental elements”. I do not agree with the assertion that financial conditions do not provide information on the state of environmental factors. As outlined above, one of the reasons for putting in place financial conditions is to provide security for the proper reinstatement of the site for which permission was granted. Another is to enable the Council to supervise and monitor developments for which planning permissions have been granted. Adequate supervision and proper reinstatement are both matters which will impact factors (i.e. the development works) which in turn impact the state of the land which is an element of the environment. I am also not persuaded that members of the public have no input on matters once financial conditions have been put in place. If, for example, the public became aware that the conditions had not been complied with and that no action had been taken in respect of that non-compliance they could seek to influence the Council’s actions including through the lobbying of local councillors or the taking of legal action. Indeed, the appellant in this case has submitted that he seeks the information in order to decide whether a planning or environmental matter should be referred to An Bord Pleanála or the courts. Access to information about compliance with planning conditions and enforcement notices does therefore enable more effective participation in environmental decision-making in accordance with the purposes of both the Aarhus Convention and the AIE Directive.
31. In any case, while Recital 1 of the Directive emphasises that one of the key purposes of the Regulations is to enable greater public participation in environmental decision-making, it is not the only purpose referred to. Recital 1 also notes that access to environmental information contributes to a “greater awareness of environmental matters” and a “free exchange of views”. Information does not therefore need to enable participation in a manner that influences the decision-making process to which that information directly relates in order for it to fall within the definition of “environmental information”. Indeed, this is recognised by the Court of Appeal in *Henney* when it notes that regard should be had to “whether access to [the information] would enable the public to be informed about, or to participate in, decision-making in a better way” (paragraph 43, emphasis added). Having information about compliance with planning conditions, financial or otherwise, informs the public about planning matters and enables a free exchange of views as to the operation of the planning process.
32. I am therefore satisfied that the information being sought by the appellant is information on a number of “measures and activities” within the meaning of paragraph (c) of the definition including the activities the subject of the relevant planning permissions, the permissions themselves, the conditions attaching to them and enforcement notices served in connection with compliance with those permissions. The information is therefore “environmental information” within the meaning of the AIE Regulations.



33. As I am satisfied that the information sought by the appellant is “environmental information”, I must now go on to consider whether the Council is entitled to rely on article 7(3) of the Regulations to refuse to provide the appellant with the information in the form or manner requested by him.

Does article 7(3) of the Regulations apply in this case?

34. Article 7(3) of the Regulations provides in the first instance that where an appellant requests that information is provided in particular form or manner, access should be given in that form or manner. It then goes on to provide for exceptions to that general rule where “the information is already available to the public in another form or manner that is easily accessible” or where “access in another form or manner is reasonable”.
35. As outlined above, the basis on which the Council relies on article 7(3) has not been clearly set out in either its correspondence with the appellant or in its submissions to this Office. This is contrary to the requirement in article 7(3)(b) that “where a public authority decides to make available environmental information other than in the form or manner specified in the request, the reason therefore shall be given by the public authority in writing”.
36. In its original decision, the Council informed the appellant that “Letters of Compliance can be requested from the Planning Authority in respect of each planning reference. There is a fee of €50 per Letter of Compliance”. In his request for an internal review, the appellant submitted that he had already checked the public planning files and the information requested was not on those files. He therefore argued that there was no way of obtaining the information other than a request under the AIE or Freedom of Information regimes. He submitted that a letter of compliance, which was designed to facilitate a transfer or conveyance of an interest in land which is the subject of planning permission, would not provide the information he required. He indicated that he had already made this clear to a staff member within the Council. He explained that he was not seeking letters of compliance but instead was seeking to establish the level of financial compliance with conditions laid out in the planning applications to which his requests related. He also queried whether such letters could in fact be issued in respect of each item of his requests as his view was that certain developments carried out were not, in fact, compliant with the conditions attached to their planning permission. Finally, he argued that a fee of €50 per letter was cost prohibitive.
37. The Council was asked by the Investigator to demonstrate where the information requested by the appellant was available to the public in an easily accessible form or manner and to explain the basis on which it considered that access in an alternative form or manner was reasonable. It did not address either of those questions in detail and provided the following responses which are, at best, unclear:

“It should be noted that when a condition of Planning permission is agreed by the Council the details are published on the Council’s website under the relevant planning reference. However, should a member of the public seek a letter from the Council specifically stating the condition has been complied with a charge is applied.

[...]



[Letters of Compliance] are mainly requested by solicitors during legal conveyance of properties. In scenarios whereby distressed properties are up for sale/auction and the Council receives a request from a potential purchaser to state the actual financial liability, the Council will only release such information on written receipt from the vendor or an agent acting on his behalf.

[...]

The costs are reasonable based on the fact that requests are time consuming and necessitate staff checking on the permissions and ensuring all elements of compliance are in place. The request involves staff checking several systems (depending on the date of grant of permission) and may necessitate files being retrieved from storage for cross referencing. Specifically in relation to quarries, the conditions are extensive (up to eleven pages) cover areas of approximate 16 acres and are technically complex to interpret and monitor.”

38. My understanding, from the limited information provided by it, is that the Council is arguing that because the appellant can request Letters of Compliance which confirm that a particular planning condition has been complied with, at a cost of €50 per letter, the information he seeks is available to him in another form or manner meaning article 7(3) applies and the Council may effectively refuse his requests. I do not agree with the Council’s position for the reasons set out below.
39. In order for article 7(3) to apply, one of two conditions must be satisfied. Either the information being requested by the appellant must be already available to the public in another, easily accessible, form or manner or the provision of access in another form or manner must be reasonable.
40. The first question to be addressed is whether the information requested by the appellant is already available to the public in another, easily accessible, form or manner. As outlined above, the appellant has made six separate requests to the Council. Request 1 seeks confirmation that certain financial conditions and enforcement notices relating to a specific planning application have been complied with. The remaining five requests do not merely seek confirmation that financial conditions have been complied with but also further detail as to the amounts to be paid by virtue of those conditions and information demonstrating compliance. Despite being asked to identify where the information sought by the appellant was available to the public and to provide Letters of Compliance for each of the appellant’s requests, the Council provided only one sample letter. Nonetheless, it is clear from that sample letter that Letters of Compliance only provide confirmation that planning conditions have been complied with. They do not provide the appellant with the information sought by him in five out of his six requests. In addition, while a Letter of Compliance may provide the information sought by the appellant in his first request in respect of compliance with financial conditions, the Council has not confirmed whether Letters of Compliance would provide him with confirmation as to compliance with enforcement notices. It does not appear from the sample letter provided that they would.
41. In fact, the Council’s submissions suggest that it is aware that it has not disclosed all of the information requested to the appellant. It notes specifically that while it did release similar information to the appellant on foot of a previous request under the Freedom of Information Act, it had since come to the conclusion that “release of financial details may be deemed commercially sensitive” and “consequently...has refused any subsequent requests for specific financial information, other than providing a Letter of Compliance to confirm if a condition has been complied with or not”. It goes on to



set out that if it receives a request from a purchaser of a property “to state the actual financial liability” which attaches to a condition for planning permission it “will only release such information on written receipt from the vendor or an agent acting on his behalf”. It has also submitted that any agreements with regard to payments made with companies or individuals “would be deemed private and confidential due to the sensitivity of the data (either personal or commercial)” but has not sought to rely on any of the grounds for refusal contained in the Regulations in this regard.

42. It is not permissible to use article 7(3) of the Regulations as a basis for refusal of information which the Council does not wish to provide on the grounds of commercial sensitivity or confidentiality. Article 7(3) only applies where a public authority provides an appellant with the information requested but in a different form or manner than that requested. In this case, the Council is attempting to circumvent the requirement to establish that one or more of the grounds of refusal set out at article 8 or 9 apply and that the conditions set out in article 10 of the Regulations are satisfied (i.e. that the public interest in disclosure is outweighed by the interest sought to be protected by refusal of the information and that it is not possible to separate information to which the grounds for refusal apply from other information within the scope of the appellant’s request).
43. In addition, it is clear that the appellant would need to request Letters of Compliance from the Council at a cost of €50 per letter so it cannot be said that those letters are already available to the public or that they are “easily accessible”.
44. Nor can it be said that the Council have provided the appellant with access to the information he has requested in another form or manner which is reasonable. As outlined above, the proposed Letters of Compliance would not provide the information requested by the appellant, with the exception of those items in his first request which seek confirmation that certain financial conditions have been complied with. Even if the Letters of Compliance did provide the appellant with the information requested, the Council have not established a basis on which I could conclude that it is reasonable to charge a fee of €50 per letter resulting in a cost of at least €300 assuming each of his requests (which consist of a number of queries relating to individual conditions) can be dealt with in one letter. The Council has made no attempt to set out why charging the appellant a fee of such significance in this case is reasonable and has simply noted that the requests would necessitate staff checking permissions and ensuring all elements of compliance are in place.
45. It is clear therefore that article 7(3) does not apply in the circumstances of this case.

Decision

46. Having carried out a review under article 12(5) of the AIE Regulations, on behalf of the Commissioner for Environmental Information, I annul the Council’s decision and remit the matter to the Council who should process the appellant’s request in accordance with the AIE Regulations. For the avoidance of doubt, this means that if the Council considers grounds for refusal to apply, it must clearly identify those grounds along with the reasons it considers them to apply in the circumstances of this case. In so doing, it must bear in mind that the test is as set out by the Court of Justice in *C-619/19 Land Baden-Württemberg v DR* is that “a public authority which adopts a decision refusing access to environmental



information must set out the reasons why it considers that the disclosure of that information could specifically and actually undermine the interest protected by the exceptions relied upon. The risk of that interest being undermined must be reasonably foreseeable and not purely hypothetical” (see para 69). It must also comply with the provisions of article 10 of the AIE Regulations which requires it to consider each request on an individual basis, interpret grounds for refusal on a restrictive basis having regard to the public interest served by disclosure, weigh the public interest served by disclosure against the interest served by refusal and, in the event it considers grounds for refusal to apply to information requested, identify and disclose information which might be separated from such information.

47. Finally, I note in this case that although the appellant has made six detailed requests seeking 59 items of information in total, the records provided to my Office as part of my review appeared limited. The Investigator asked the Council to set out in detail the steps it had taken to search for all information held by or for it within the scope of the request but the response provided by the Council was relatively vague. The Council should ensure that reasonable and adequate searches are conducted to identify the information held by or for it within the scope of the appellant’s request when dealing with the remitted request.

Appeal to the High Court

48. A party to the appeal or any other person affected by this decision may appeal to the High Court on a point of law from the decision. Such an appeal must be initiated not later than two months after notice of the decision was given to the person bringing the appeal.

Deirdre McGoldrick
on behalf of the Commissioner for Environmental Information



APPENDIX 1

APPELLANT'S REQUESTS

REQUEST 1

Keegan Quarries, Duleek

WHEREAS

- By way of Enforcement Notice ref. 14/213, Meath County Council sought compliance with condition No. 18 of planning ref. 01/4203 which provided for a cash deposit of €30,000.
- It is noted that a warning letter also issued on 3rd November 2020 re the same issue.

INFORMATION REQUIRED

1. Confirmation whether Enforcement Notice ref. 14/213 has been complied with.
2. Confirmation whether Enforcement Letter of 3rd November 2020 was complied with.
3. It is noted that condition 15 of 01/4203 also required the payment of £15,000 and also £2,500 per annum over the life of the quarry (Figures to be updated annually). Please confirm whether all elements of this condition have been complied with.
4. It is noted that condition 17 of ref. ABP-17.108993 required the payment of £100,000 (€126,973.80) as a bond of insurance or a cash deposit of £50,000 (@63,480.90) to secure the satisfactory completion of the development. Please whether all elements of this condition have been complied with.
5. It is noted that condition 18 of ref. ABP-17.108993 required the payment of £500 (€634.87) per annum towards expenditure of the planning authority to ensure compliance. Please whether all elements of this condition have been complied with.
6. It is noted that condition 19 (a) of ref. ABP-17.108993 required the payment of £30,000 (€38,092.14) towards road construction and improvement. Please confirm whether all elements of this condition have been complied with.
7. It is noted that condition 19 (b) of ref. ABP-17.108993 required the payment of £3,000 (€3,809.21) towards road construction and improvement. Please confirm whether all elements of this condition have been complied with.

REQUEST 2

Keegan Quarries Limited, Trammon

1997_Keegan_97/1868 [Quarry over 8.5 Hectares]

1.	Condition No. 16 of Planning Permission ref. 97/1868 provided that 'The developer shall pay to the Planning Authority the sum of £15,000 (fifteen thousand pounds) as a contribution to the expenditure to be incurred in improvements and alterations to public roads by the council to serve the development. The above sum shall apply until 31st December, 1998 and shall be subject to review on that date and to annual review thereafter unless previously paid.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?
----	--	--



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

2.	Condition No. 17 of Planning Permission ref. 97/1868 provided that 'The developer shall pay to the Planning Authority the sum of £4,000 (four thousand pounds) per annum as a contribution to the maintenance of public roads in the area. The above sum shall apply until 31st December, 1998 and shall be subject to review on that date and to annual review thereafter.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?
3.	Condition No. 18 of Planning Permission ref. 97/1868 provided that 'Prior to the commencement of development the developer shall lodge with the planning authority cash deposit of £15,000 (fifteen thousand pounds) as a security for the satisfactory reinstatement of the site...'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
4.	Condition No. 19 of Planning Permission ref. 97/1868 provided that 'The developer shall pay to the Planning Authority the sum of £500 per annum as a contribution towards the cost of supervision and check monitoring of the development.'	Please also confirm whether or not this money on an annual basis and in which years it was paid. In the event that it was, kindly supply copy document/s to vouch
5.	Condition No. 4 of Planning Permission ref. 00/2075 provided that 'Prior to the commencement of development the developer shall lodge with the Planning Authority a bond of an insurance company, a cash deposit or other security in the sum of £10,000 as security for the satisfactory implementation of measures required to replace affected water supplies that may arise as a result of the development.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
6.	Condition No. 11 of Planning Permission ref. 00/2075 provided that 'The developer shall pay to the Planning Authority the sum of £30,000 (thirty thousand pounds - €38,092 Euros) as a contribution to the expenditure to be to be incurred in improvements and alterations to public roads by the Council to serve the development. Payment of this sum shall be made prior to commencement of development. The above sum shall apply until 31st December, 2001 and shall be subject to review on that date and to annual review thereafter unless previously paid.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?
7.	Condition No. 12 of Planning Permission ref. 00/2075 provided that 'The developer shall pay to the Planning Authority the sum of £4,000 per annum as a contribution to the maintenance of public roads in the area. The above sum shall apply until the 31st December, 2001 and shall be subject to review on that date and to annual review thereafter.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?

2003 Keegan 30334 and PL 17.206702 [Retention and Extension]

8.	Condition No. 18 of Planning Permission ref. PL 17.206702 provided that 'The developer shall pay to the planning authority	Please confirm whether the amount was paid or not? and in the
----	--	---



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the planning authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act, 2000. The provisions of section 48 (10) (a) and (b) of the Act shall apply as respects an appeal to An Bord Pleanála in relation to the application of the Scheme.	<p>event that it was, kindly supply copy document/s to vouch.</p> <p>I understand from correspondence a few years ago that the amount was €42,288, but was outstanding.</p>
9.	Condition No. 19 of Planning Permission ref. PL 17.206702 provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company or other security to secure the provision and satisfactory reinstatement of the site in accordance with the restoration plan received by the planning authority on the 5th day of September, 2003 as amended by the plans and details received by the planning authority on the 12th day of January, 2004 coupled with an agreement empowering the planning authority to apply such security or part thereof to the satisfactory completion of any part of the development. The form and amount of the security shall be agreed between the planning authority and the developer or, in default of agreement, shall be determined by An Bord Pleanála.'	<p>Please advise of amount payable?</p> <p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.</p> <p>I understand from correspondence a few years ago that the amount was €100,000, but was outstanding.</p>
10.	Condition No. 17 of Planning Permission ref. PL 17.235960 provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or such other security as may be acceptable to the planning authority, to secure the satisfactory reinstatement of the site, coupled with an agreement empowering the planning authority to apply such security or part thereof to such reinstatement. The form and amount of the security shall be as agreed between the planning authority and the developer or, in default of agreement, shall be referred to the Board for determination.'	<p>Please advise of amount payable?</p> <p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.</p> <p>I understand from correspondence a few years ago that the amount was €65,000 but was outstanding.</p>
11.	Condition No. 18 of Planning Permission ref. PL 17.235960 provided that 'The developer shall pay to the planning authority a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the planning authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act 2000. The contribution shall be paid prior to the commencement of development or in such phased payments as the planning authority may facilitate and shall be subject to any applicable indexation provisions of the Scheme at the time of payment. Details of the application of the terms of the Scheme shall be agreed between the planning authority and the developer or, in default of such agreement, the matter shall be referred to the Board to determine the proper application of the terms of the Scheme.'	<p>Please advise of amount payable?</p> <p>Please confirm whether the amount was paid or not?</p> <p>and in the event that it was, kindly supply copy document/s to vouch.</p> <p>I understand from correspondence a few years ago that the amount was €71,250 but was outstanding</p>



2010 Keegan TA900976 and PL 17.235960 [Extension of Quarry by 2.85HA]

12.	Condition No. 17 of Planning Permission ref. PL 17.235960 provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or such other security as may be acceptable to the planning authority, to secure the satisfactory reinstatement of the site, coupled with an agreement empowering the planning authority to apply such security or part thereof to such reinstatement. The form and amount of the security shall be as agreed between the planning authority and the developer or, in default of agreement, shall be referred to the Board for determination.'	Please advise of amount payable? Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
13.	Condition No. 18 of Planning Permission ref. PL 17.235960 provided that 'The developer shall pay to the planning authority a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the planning authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act 2000. The contribution shall be paid prior to the commencement of development or in such phased payments as the planning authority may facilitate and shall be subject to any applicable indexation provisions of the Scheme at the time of payment. Details of the application of the terms of the Scheme shall be agreed between the planning authority and the developer or, in default of such agreement, the matter shall be referred to the Board to determine the proper application of the terms of the Scheme.'	Please advise of amount payable? Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?

REQUEST 3

Kilsaran – Trammon (formally Cemex (ROI))

Planning Permission ref. 98/1981 - PL 17.111632

1.	Condition No. 21 of Planning Permission ref. 98/1981 - PL 17.111632 provided that 'Prior to the commencement of development, the developer shall pay the sum of 1,500 (one thousand five hundred pounds) [€1,904.61 (one thousand nine hundred and four euro and sixty-one cents)] and an annual payment of 500 (five hundred pounds) €634.87 (six hundred and thirty-four euro and eighty-seven cents)] thereafter to the planning authority as a contribution towards the expenditure incurred by the planning authority in respect of check monitoring.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also confirm whether or not this money on an annual basis and in which years it was paid? and in the event that it was, kindly supply copy document/s to vouch.
2.	Condition No. 22 of Planning Permission ref. 98/1981 - PL 17.111632 provided that 'Prior to the commencement of development, the developer shall lodge with the planning authority a bond of an insurance company, a cash deposit or other security in the sum of 15,000 (fifteen thousand pounds)	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	[€19,046.07 (nineteen thousand and forty-six euro and seven cents)] as security for the satisfactory implementation of measures required to replace affected water supplies that arise as a result of the development.'	Please supply copy letter pursuant to 22.
3.	Condition No. 23 of Planning Permission ref. 98/1981 - PL 17.111632 provided that 'The developer shall pay to the planning authority the sum of 10,000 (ten thousand pounds) [€12,697.38 (twelve thousand six hundred and ninety-seven euro and thirtyeight cents)] per annum as a contribution to the maintenance of public roads in the area. Arrangements for the payment of this contribution shall be agreed with the planning authority and shall be updated annually with changes in the Wholesale Price Index - Building and Construction (Capital Goods) published by the Central Statistics Office. The payment of this contribution is subject to the provisions of section 26(2)(h) of the Local Government (Planning and Development) Act, 1963 generally, and in particular, the specified period for the purposes of paragraph (h) shall be the period of ten years from the date of this order or until such time as extraction has ceased, whichever is the lesser period.'	Please also confirm whether or not this money on an annual basis and in which years it was paid? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?
4.	Condition No. 24 of Planning Permission ref. 98/1981 - PL 17.111632 provided that 'Prior to the commencement of development, the developer shall lodge with the planning authority a bond of an insurance company, a cash deposit or other security in the sum of 50,000 (fifty thousand pounds) [€63,486.90 (sixty-three thousand four hundred and eighty-six euro and ninety cents)] as security for the satisfactory completion of the development, in particular in relation to the restoration plan. In the event of noncompletion of the development, the planning authority shall be empowered to apply the security or part thereof to the satisfactory restoration of the site. When the planning authority is satisfied that the restoration works have been satisfactorily completed, any deposited monies remaining shall be repaid to the developer.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.

2002-TA/20222 [Asphalt]

5.	Condition No. 14 of Planning Permission ref. TA/20222 provided that 'The Developer shall pay to the Planning Authority the sum of €75,000 as a contribution to the expenditure to be incurred in improvements and alterations to the public roads by the Council to serve the development. Payment of this sum shall apply until 31st December, 2002 and shall be subject to annual review on that date and to annual review thereafter unless previously paid.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?
6.	Condition No. 15 of Planning Permission ref. TA/20222 provided that 'The developer shall pay to the Planning	Please confirm whether the amount was paid or not? and in the



	Authority the sum of €10,000 per annum as a contribution to the maintenance of public roads in the area. The above sum shall apply until 31st December 2001 and shall be subject to review on that date and to annual review thereafter.'	event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?
--	---	--

2004 – TA/30258 and PL 17.206229 [Extension to acquired lands]

7.	<p>Condition No. 23 of Planning Permission ref. TA/30258 and PL 17.206229 and specifically the An Bord Pleanála grant provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a bond of an insurance company, a cash deposit or other security in the sum of €100,000 (one hundred thousand euro) as security for the satisfactory completion of the development, in particular, in relation to the restoration plan. In the event of non-completion of the development, the planning authority shall be empowered to apply the security or part thereof to the satisfactory restoration of the site. When the planning authority is satisfied that the restoration works have been satisfactorily completed, any deposited monies remaining shall be repaid to the developer.'</p> <p>NOTE: Regarding the Financial Conditions pertaining to Planning Permission ref. TA/30258 and PL 17.206229, the developer 'Readymix Ireland' appealed some of the conditions of the Meath County Council grant of planning permission to the Board. The Noise level [16] was increased while the financial condition appears largely unchanged. There appears to be a small typo. Specifically, An Bord Pleanála determines that 'conditions numbers 16 and 23...shall be as follows...' It then specifies 16 and 24. The latter should clearly read as 23.</p>	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
8.	<p>Condition No. 24 of Planning Permission ref. TA/30258 and PL 17.206229 and specifically the Meath County Council grant provided that 'Prior to the commencement of development, the developer shall pay the sum of €529 and an annual payment of €529 thereafter to the planning authority as a contribution towards the expenditure incurred by the planning authority in respect of check monitoring. This contribution is in addition to the annual contribution sought under Condition No.21 of An Bord Pleanála decision Register Reference Number PL.17.111632.'</p>	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
9.	<p>Condition No. 25 of Planning Permission ref. TA/30258 and PL 17.206229 and specifically the Meath County Council grant provided that 'The Developer shall pay to the Planning Authority the sum of €35,880 as a contribution to the expenditure to be incurred in improvements and alterations to public roads by the council to serve the development.</p>	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	Payment of this sum shall be made prior to commencement of the development. The above sum shall apply until 31st December 2004 and shall be subject to review on that date and to annual review thereafter unless previously paid.'	Please also advise whether this figure was updated as per condition?
--	---	--

2007 TA70175 and PL.17.227088: Cemax: Vertical Extension and Restoration

10.	Condition No.9 of PL.17.227088 provided that: "Within three months of the date of this order, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or other security to secure the satisfactory restoration of the site, coupled with an agreement empowering the planning authority to apply such security or part thereof to the satisfactory completion of the restoration, including all necessary landscaping. The form and amount of the security shall be agreed between the planning authority and the developer or, in default of agreement, shall be referred to the Board for determination" Copy of documents required under this condition are required; i.e. applicants submission and written agreement of the planning authority - electronic format acceptable and preferable.	Please advise of amount payable? Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
11.	Condition No.10 of PL.17.227088 provided that: "The developer shall pay the sum of €102,500 (one hundred and two thousand, five hundred euro) (updated at the time of payment in accordance with changes in the Wholesale Price Index – Building and Construction (Capital Goods), published by the Central Statistics Office), to the planning authority as a special contribution under section 48 (2)(c) of the Planning and Development Act 2000 in respect of footpath improvements and traffic management in the village of Rathmolyon. This contribution shall be paid prior to the commencement of the development or in such phased payments as the planning authority may facilitate. The application of indexation required by this condition shall be agreed between the planning authority and the developer or, in default of such agreement, the matter shall be referred to the Board to determine" Copy of documents required under this condition are required; i.e. applicants submission and written agreement of the planning authority - electronic format acceptable and preferable.	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition?

REQUEST 4

Kilsaran Concrete – Rathcore

91/970-Rathcore

1.	Condition No. 18 of Planning Permission ref. 91/970 provided that 'Progressive and final reclamation of the quarry shall be in accordance with the details submitted on 16th March, 1992. A	Please confirm whether or not this money has been paid.
----	--	---



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	cash deposit of £15,000 shall be lodged with the Planning Authority upon grant of permission to ensure satisfactory completion and reinstatement of the development. This contribution to be updated in value by reference to the Consumer Price Index effective from 31/12/1992. Reason: In the interest of proper planning and control.'	Please also confirm whether the amount has been updated as per condition.
2.	Condition No. 19 of Planning Permission ref. 91/970 provided that 'The developer shall pay to the Planning Authority the sum of £40,000 (forty thousand pounds) as a contribution to the expenditure to be incurred in improvement and alterations to public roads by the Council to serve the development. The above contributions shall be updated by reference to the Consumer Price Index effective from 31/12/1992. Reason: To contribute towards the cost of road improvements required to facilitate the development.'	Please confirm whether or not this money has been paid. Please also confirm whether the amount has been updated as per condition.
3.	Condition No. 20 of Planning Permission ref. 91/970 provided that 'As a contribution towards the expenditure that will be incurred in maintaining the public roads serving the development, the developer shall pay to the Planning Authority the sum of £2,000 per annum for ten years reducing to £1,000 per annum for subsequent years. The first payment shall be made within two months of grant of permission and the second payment and subsequent payment shall be made annually by that date. The above contributions shall be updated by reference to the Consumer Price Index effective from 31/12/1992. Reason: To contribute to the cost of road maintenance required to facilitate the development.'	Please also confirm whether or not this money on an annual basis and in which years it was paid. Please also confirm whether the amount has been updated as per condition.
4.	Condition No. 4 of Planning Permission ref. 95/1416 provided that 'progressive and final reclamation of the quarry shall be in accordance with the details submitted on 21/12/95. A cash deposit of £10,000 (ten thousand pounds) shall be lodged with the Planning Authority prior to commencement of development to ensure satisfactory completion and re-instatement of the development. This contribution to be updated in value by reference to Consumer Price Index effective from 31/12/96. Reason: In the interest of proper planning.'	Please confirm whether or not this money has been paid. Please also confirm whether the amount has been updated as per condition.
5.	Condition No. 5 of Planning Permission ref. 95/1416 provided that 'As a contribution towards the expenditure that will be incurred in maintaining the public roads serving the development, the developer shall pay to the Planning Authority the sum of £2,000 (two thousand pounds) per annum for the duration of the works. The above contribution shall be updated by reference to the Consumer Price Index effective from 31/12/96. Reason: To contribute to the cost of road maintenance required to facilitate the development.'	Please confirm whether or not this money has been paid. Please also confirm whether the amount has been updated as per condition.

[2001] 01/1018 and PL 17.127391 [Tracey Enterprises Limited, Rathcore][Extension of Existing Quarry]



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

6.	Condition No. 12 of Planning Permission ref. 01/1018 and PL 17.127391 provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or other security to secure the satisfactory implementation of measures required to replace affected water supplies that may arise as a result of the development, coupled with an agreement empowering the planning authority to apply such security or part thereof to the satisfactory implementation of the measures required to replace affected water supplies. The form and amount of the security shall be as agreed between the planning authority and the developer or, in default of agreement, shall be determined by An Bord Pleanála.'	Please advise of amount payable? Please also confirm whether or not this money has been paid.
7.	Condition No. 16 of Planning Permission ref. 01/1018 and PL 17.127391 provided that 'The developer shall pay a sum of money to the planning authority as a contribution towards the expenditure that was and/or that is proposed to be incurred in respect of supervision and check monitoring of the development facilitating the proposed development. The amount of the contribution and the arrangements for payment shall be agreed between the developer and the planning authority or, in default of agreement, shall be determined by An Bord Pleanála. The amount shall apply until the 31st day of December, 2002 and shall be subject to review on that date and to annual review thereafter. In the case of expenditure that is proposed to be incurred, the requirement to pay this contribution is subject to the provisions of section 26(2)(h) of the Local Government (Planning and Development) Act, 1963 generally, and in particular, the specified period for the purposes of paragraph (h) shall be the period of seven years from the date of this order.'	Please advise of amount payable? Please also confirm whether or not this money on an annual basis and in which years it was paid.
8.	Condition No. 26 of Planning Permission ref. 01/1018 and PL 17.127391 provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or other security to secure the satisfactory reinstatement of the site, coupled with an agreement empowering the planning authority to apply such security or part thereof to the satisfactory completion of the reinstatement, including all necessary demolition and removal. The form and amount of the security shall be agreed between the planning authority and the developer or, in default of agreement, shall be determined by An Bord Pleanála.'	Please advise of amount payable? Please also confirm whether or not this money has been paid.
9.	Condition No. 27 of Planning Permission ref. 01/1018 and PL 17.127391 provided that 'The developer shall pay a sum of money to the planning authority as a contribution towards the expenditure that is proposed to be incurred by the planning authority in respect of works, including improvement and maintenance of the public roads facilitating the proposed development. The amount of the contribution and the arrangements for payment shall be agreed between the	Please advise of amount payable? Please also confirm whether or not this money has been paid.



	<p>developer and the planning authority or, in default of agreement, shall be determined by An Bord Pleanála</p> <p>Payment of this contribution is subject to the provisions of section 26(2)(h) of the Local Government (Planning and Development) Act, 1963 generally, and in particular, the specified period for the purposes of paragraph (h) shall be the period of seven years from the date of this order.'</p>	
--	--	--

2006-KILSARAN-TA/60594-PL17 .222550 [waste recovery facility]

<p>10.</p>	<p>Condition No. 9 of Planning Permission ref. TA/60594-PL17 .222550 provided that 'The developer shall pay to the planning authority a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the planning authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act 2000. The contribution shall be paid prior to the commencement of development or in such phased payments as the planning authority may facilitate and shall be subject to any applicable indexation provisions of the Scheme at the time of payment. Details of the application of the terms of the Scheme shall be agreed between the planning authority and the developer or, in default of such agreement, the matter shall be referred to the Board to determine the proper application of the terms of the Scheme.</p>	<p>Please advise of amount payable?</p> <p>Please also confirm whether or not this money has been paid.</p>
------------	---	---

REQUEST 5

Kilsaran Concrete – Kilmessan

1999-99/1230-PL17.119097

<p>1.</p>	<p>Condition No. 17 of Planning Permission ref. 99/1230-PL17.119097 provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or other security to secure the satisfactory reinstatement of the quarry, coupled with an agreement empowering the planning authority to apply such security or part thereof to the satisfactory completion of the reinstatement. The form and amount of the security shall be agreed between the planning authority and the developer, or in default of agreement, shall be determined by An Bord Pleanála.'</p>	<p>Please advise of amount payable?</p> <p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.</p>
<p>2.</p>	<p>Condition No. 18 of Planning Permission ref. 99/1230-PL17.119097 provided that 'The developer shall pay a sum of money to the planning authority as a contribution towards expenditure that was and/or that is proposed to be incurred by the planning authority in respect of works facilitating the</p>	<p>Please advise of amount payable?</p> <p>Please confirm whether the amount was paid or not? and in the</p>



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	proposed development. The amount of the contribution and the arrangements for payment shall be agreed between the developer and the planning authority or, in default of agreement, shall be determined by An Bord Pleanála. In the case of expenditure that is proposed to be incurred, the requirement to pay this contribution is subject to the provisions of section 26(2)(h) of the Local Government (Planning and Development) Act, 1963 generally, and in particular, the specified period for the purposes of paragraph (h) shall be the period of seven years from the date of this order.'	event that it was, kindly supply copy document/s to vouch.
--	---	--

2008-TA/802731-PL 17.233813

3.	Condition No. 17 of Planning Permission ref. TA/802731-PL 17.233813 provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a cash deposit, a bond of an insurance company, or such other security as may be acceptable to the planning authority, to secure the satisfactory reinstatement of the site, coupled with an agreement empowering the planning authority to apply such security or part thereof to such reinstatement. The form and amount of the security shall be as agreed between the planning authority and the developer or, in default of agreement, shall be referred to the Board for determination.'	Please advise of amount payable? Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
4.	Condition No. 18 of Planning Permission ref. TA/802731-PL 17.233813 provided that 'The developer shall pay to the planning authority a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the planning authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act 2000. The contribution shall be paid prior to the commencement of development or in such phased payments as the planning authority may facilitate and shall be subject to any applicable indexation provisions of the Scheme at the time of payment. Details of the application of the terms of the Scheme shall be agreed between the planning authority and the developer or, in default of such agreement, the matter shall be referred to the Board to determine the proper application of the terms of the Scheme.'	Please advise of amount payable? Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.

2013-TA/802731-RP2095 [Re. Appeal of Condition 17 of PL 17.233813]

5.	2013-TA/802731-RP2095 [Re. Appeal of Condition 17 of PL 17.233813] provided that 'AND WHEREAS condition number 17 attached to the said permission required the developer to lodge with the planning authority a cash deposit, a bond of an insurance company, or such other security as may be acceptable to the planning authority, to secure the satisfactory	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.
----	---	--



	reinstatement of the site, coupled with an agreement empowering the planning authority to apply such security or part thereof to such reinstatement, and the condition required that the form and amount of the security be as agreed between the planning authority and the developer or, in default of agreement, the matter was to be determined by An Bord Pleanála: NOW THEREFORE An Bord Pleanála, in exercise of the powers conferred on it by section 34 (5) of the Planning and Development Act, 2000, as amended, and based on the Reasons and Considerations set out below, hereby determines that the amount of the security shall be €125,543 (one hundred and twenty-five thousand, five hundred and forty three euro).'	
--	--	--

REQUEST 6

Lagan, Kinnegad - Financials

98/2026-PL.111198-Lagan Cement-Meath

1.	Condition No. 6(2) of Planning Permission ref. 98/2026-PL.111198 and specifically the An Bord Pleanála grant provided that 'Prior to commencement of development, the developer shall lodge with the planning authority a bond of an insurance company, a cash deposit, or other security to secure the provision and satisfactory completion of roads, sewers, watermains, drains, car parks, open spaces and other services required in connection with the development, coupled with an agreement empowering the planning authority to apply such security or part thereof to the satisfactory completion of any part of the development. The security to be lodged shall be, as follows - (a) an approved insurance company bond in the sum of £150,000 (one hundred and fifty thousand pounds) [€190,460.71 (one hundred and ninety thousand four hundred and sixty euro and seventy one cents)], or (b) a cash sum of £100,000 (one hundred thousand pounds)[€126,973.80 (one hundred and twenty six thousand nine hundred and seventy three euro and eighty cents)], to be applied by the planning authority at its absolute discretion if such services are not provided to its satisfaction, or (c) a letter of guarantee by any body approved by the planning authority for the purpose in respect of the proposed development in accordance with any guarantee scheme agreed with the planning authority and such lodgement in any case has been acknowledged in writing by the planning authority.'	Please confirm which option was selected (if any) Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also advise whether this figure was updated as per condition? Please supply copy letter pursuant to 6 (c).
2.	Condition No. 14 of Planning Permission ref. 98/2026-PL.111198 and specifically the An Bord Pleanála grant provided that '(1)The developer shall submit to the planning authority a monthly report of all monitoring in relation to the construction phase of the proposed development. (2) The developer shall pay a sum of money to the planning authority as a contribution towards the cost of supervision of monitoring of the development for the	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	duration of the construction phase. The amount of the contribution and the arrangements for payment shall be agreed between the developer and the planning authority or, in default of agreement, shall be determined by An Bord Pleanála.'	
3.	Condition No. 20 of Planning Permission ref. 98/2026-PL.111198 and specifically the An Bord Pleanála grant provided that 'The developer shall pay a sum of money to the planning authority as a contribution towards expenditure that is proposed to be incurred by the planning authority in respect of road works facilitating the proposed development. The amount of the contribution and the arrangements for payment shall be agreed between the developer and the planning authority or, in default of agreement, shall be determined by An Bord Pleanála. Payment of this contribution is subject to the provisions of Section 26(2)(h) of the Local Government (Planning and Development) Act, 1963 generally, and in particular, the specified period for the purposes of paragraph (h) shall be the period of ten years from the date of this order.'	<p>Please confirm whether the amount was agreed and if so the amount payable?</p> <p>Please confirm whether the amount was paid or not?</p> <p>and in the event that it was, kindly supply copy document/s to vouch.</p>
4.	<p>Condition No. 24 of Planning Permission ref. 98/2026-PL.111198 and specifically the An Bord Pleanála grant provided that '(1) Prior to commencement of development, the developer shall lodge with the planning authority a bond of an insurance company, a cash deposit, or other security to secure the provision and satisfactory completion of roads, sewers, watermains, drains, car parks, open spaces and other services required in connection with the development, coupled with an agreement empowering the planning authority to apply such security or part thereof to the satisfactory completion of any part of the development. The security to be lodged shall be as follows –</p> <p>(a) an approved insurance company bond in the sum of £2,000,000 (two million pounds)[€2,539,476.10 (two million five hundred and thirty nine thousand four hundred and seventy six euro and ten cents), or</p> <p>(b) a cash sum of £1,500,000 (one million five hundred thousand pounds) [€1,904,607.10 (one million nine hundred and four thousand six hundred and seven euro and ten cents)] , to be applied by the planning authority at its absolute discretion if such services are not provided to its satisfaction, or</p> <p>(c) a letter of guarantee by any body approved by the planning authority for the purpose in respect of the proposed development in accordance with any guarantee scheme agreed with the planning authority and such lodgement in any case has been acknowledged in writing by the planning authority.</p> <p>(2) At five-yearly intervals from the date of lodgement of the security in accordance with (1) above, the amount of the security shall be increased in accordance with changes in the Wholesale Price Index - Building and Construction (Capital Goods),</p>	<p>Please confirm whether the amount was paid or not?</p> <p>and in the event that it was, kindly supply copy document/s to vouch.</p> <p>Please also advise whether this figure was updated as per condition?</p> <p>Please supply copy letter pursuant to 24 (a) / (c)</p>



<p>published by the Central Statistics Office, subsequent to the lodgement of the security.</p> <p>(3) At five-yearly intervals from the date of lodgement of the security in accordance with (1) above, the amount of the security shall be reduced to take into account any restoration work carried out by the developer on a phased basis. The amount of the reduction shall be as agreed between the planning authority and the developer or, in default of agreement, shall be determined by An Bord Pleanála.'</p>	
---	--

Planning Permission ref. 2006-TA60580

<p>5.</p>	<p>Condition No. 33 of Planning Permission ref. 2006-TA60580 provides that 'The developer shall pay to the Planning Authority a contribution of €617 towards the costs incurred by the Planning Authority in monitoring the development. This amount shall be paid to the Planning Authority within one month of the date of grant of permission.'</p>	<p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.</p>
<p>6.</p>	<p>Condition No. 34 of Planning Permission ref. 2006-TA60580 (re Sanitary Services - Water Supply) provides that 'The developer shall pay the sum of €40,131 to the Planning Authority as a contribution towards expenditure that was and/or that is proposed to be incurred by the Planning Authority in the provision, refurbishment, upgrading, enlargement or replacement of water treatment and mains water network infrastructure by the Council benefiting development in the area of the Authority, as provided for in the Contribution Scheme of Meath County Council adopted in accordance with the provisions of Section 48 of the Planning & Development Act 2000 - 2002, Payment of this sum shall made prior to commencement or development unless the phasing of payments and the giving of security to ensure payment in full is agreed in writing with the Planning Authority prior to the commencement of development. The above sum shall apply until 31st December, 2007 and shall be subject to review on that date and to annual review thereafter unless previously paid. The contribution rates shall be updated effective from January 1st each year during the lifetime of the Development Contribution Scheme in accordance with the Wholesale Price Indices - Building and Construction (Capital Goods) published by the Central Statistics office.'</p>	<p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also confirm whether the figure has been updated as per condition.</p>
<p>7.</p>	<p>Condition No. 35 of Planning Permission ref. 2006-TA60580 provides that 'Roads & Public Transport: The developer shall pay the sum of €104,286 to the Planning Authority as a contribution towards expenditure that was and/or that is proposed to be incurred by the Planning Authority in the provision, refurbishment, upgrading, enlargement or replacement of public roads and public transport infrastructure by the Council benefiting the development in the area of the Authority. As provided for in the Contribution Scheme of Meath County Council adopted in accordance with the provisions of Section 48</p>	<p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also confirm whether the figure has been updated as per condition.</p>



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	<p>of the Planning & Development Act 2000 - 2002. Payment of this sum shall be made prior to commencement of development unless the phasing of payments and the giving of security to ensure payment in full is agreed in writing with the Planning Authority prior to the commencement of development. The above sum shall apply until 31st December, 2007 and shall be subject to review on that date and 10 annual review thereafter unless previously paid. The contribution rates shall be updated effective from January 1st each year during the lifetime of the Development Contribution Scheme in accordance with the Wholesale Price Indices - Building and Construction (Capital Goods) published by the Central Statistics Office.'</p>	
8.	<p>Condition No. 36 of Planning Permission ref. 2006-TA60580 (re Social infrastructure) provides that 'The developer shall pay tile sum of €15,015 to the Planning Authority as a contribution towards expenditure that was and/or that is proposed to be incurred by the Planning Authority in the provision and extension of social infrastructure (open spaces, recreational and community facilities, amenities and landscaping works) by the Council benefiting development in the area of the Authority) as provided for in the Contribution Scheme of Meath County Council adopted in accordance with the provisions of Section 48 of the Planning & Development Act 2000 - 2002. Payment of this sum shall be made prior to commencement of development unless the phasing of payments and the giving of security to ensure payment in full is agreed in writing with the Planning Authority prior to the commencement of development. The above sum shall apply until 31st December, 2007 and shall be subject to review on that date and to annual review thereafter unless previously paid, The contribution rates shall be update effective from January 1st each year during the lifetime of the Development Contribution Scheme in accordance with the Wholesale Price Indices - Building and Construction (Capital Goods) published by the Central Statistics Office.'</p>	<p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also confirm whether the figure has been updated as per condition.</p>
9.	<p>Condition No. 38 of Planning Permission ref. 2006-TA60580 provides that 'The developer shall pay a sum of 50.000 Euro to the Planning Authority as a special contribution as per Section 48 (2) c of the Planning And Development Act 2000 in respect of the provision of environmental improvement (to include artistic feature in the Trim electoral area) in the vicinity of the Kinnegad plant. The Payment shall be made prior to commencement of development unless the phasing of payments and the giving of security to ensure payment in full is agreed in writing with the Planning Authority prior to the commencement of development. The above sum shall apply until 31st December, 2007 and shall be subject to review on that date and to annual review thereafter unless previously paid. The contribution rates shall be updated effective: from January 1st each year in accordance with the Wholesale Price Indices - Building and Construction (Capital Goods) published by the Central Statistics Office. Reason: The provision of such roads and public transport infrastructure in the</p>	<p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also confirm whether the figure has been updated as per condition.</p>



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	area by the Council will facilitate the proposed development. It is considered reasonable that the developer should contribute towards the cost of providing these services.	
10.	<p>Condition No. 39 of Planning Permission ref. 2006-TA60580 provides that 'The developer shall pay a sum of 5,000 Euro to the Planning Authority as a special contribution as per Section 48 (2) C of the Planning And Development Act 2000 towards expenditure that was and/or that is proposed to be incurred by the Planning Authority in respect of road improvements works benefiting the development. Payment of a sum to be agreed with the Planning Authority shall be made prior to commencement of development unless the phasing of payments and the giving of security to ensure payment in full is agreed in writing with the Planning Authority prior to the commencement of development. The above sum shall apply until 31st December, 2007 and shall be subject to review on that date and to annual review there after unless previously paid. The contribution rates shall be updated effective from January 1st each year in accordance with the Wholesale Price Indices· Building and Construction (Capital Goods) published by the Central Statistics Office.'</p>	<p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also confirm whether the figure has been updated as per condition.</p>

Planning Permission ref. 2009-ta900603

11.	<p>Condition No. 21 of Planning Permission ref. 2009-ta900603 provides that 'Prior to commencement of development the developer shall establish a fund dedicated to providing for the full costs of restoration of the site in accordance with the restoration plan the subject of condition no. 20 above. The amount of the fund shall at all times be sufficient to meet the costs of rehabilitation of all extant works and impacts whether predicted or not to the satisfaction of the Planning Authority. In the event of non-completion of the restoration works as provided for in the restoration plan or in the event of failure to comply with a notification under condition no. 20 hereof, the Planning Authority shall be empowered to apply the said funds or part thereof for the satisfactory completion of the restoration as aforesaid of any part of the development. The developer shall provide security in order to guarantee the availability of the fund in the event of financial failure or any other default. The type of security and its means of release/recovery shall be agreed with the Planning Authority. It shall be irrevocable and it shall expressly designate the Planning Authority as beneficiaries in the event of the developer being unable to implement the reclamation and closure plan or any of the enforced closure plans envisaged therein. The security shall be maintained for the duration of the development including final rehabilitation and closure of the site as certified and agreed by the Planning Authority. The amount of the fund shall be €500,000 and shall be index linked in accordance with the wholesale Price Index-Building and Construction (Capital Goods) as published by the CSO. Reason: To ensure satisfactory completion of the</p>	<p>Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch.</p>
-----	---	---



Coimisinéir um Fhaisnéis Comhshaoil
Commissioner for Environmental Information

	development and to provide for the proper restoration of the site.'	
12.	Condition No. 22 of Planning Permission ref. 2009-ta900603 provides that 'The developer shall pay to the Planning Authority an annual contribution of €800 or such sum as the Planning Authority from time to time determines, towards the costs incurred by the Planning Authority in monitoring the development. This amount shall be paid to the Planning Authority within one month of the date of grant of permission. Reason: In the interests of proper planning and development and to facilitate ongoing monitoring of the development.'	Please also confirm whether or not this money on an annual basis and in which years it was paid? In the event that it was, kindly supply copy document/s to vouch.
13.	Condition No. 23 of Planning Permission ref. 2009-ta900603 provides that 'The developer shall pay a sum of 50,000 Euro to the Planning Authority as a special contribution as per Section 48 (2) c of the Planning And Development Act 2000 in respect of the provision of environmental improvement (to include artistic feature in the Trim electoral area) in the vicinity of the Kinnegad plant. The Payment shall be made prior to commencement of development unless the phasing of payments and the giving of security to ensure payment in full is agreed in writing with the Planning Authority prior to the commencement of development. The above sum shall apply until 31st December, 2009 and shall be subject to review on that date and to annual review thereafter unless previously paid. The contribution rates shall be updated effective from January 151 each year in accordance with the Wholesale Price Indices - Building and Construction (Capital Goods) published by the Central Statistics Office. Reason: The provision of such roads and public transport infrastructure in the area by the Council will facilitate the proposed development. It is considered reasonable that the developer should contribute towards the cost of providing these services.'	Please confirm whether the amount was paid or not? and in the event that it was, kindly supply copy document/s to vouch. Please also confirm whether the figure has been updated as per condition.