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**Reg No: P0991-02**

**24/Oct/2019**

**Dear Sir /Madam,**

I refer to your correspondence dated 05/Feb/2019 relating to an application from Regeneron Ireland DAC for an **Industrial Emissions Licence review and Section 99E consent request**.

Please find attached Irish Water's consent to discharge to sewer subject to the consent conditions attached.

If you have any further queries please do not hesitate to contact us.

**Yours sincerely**

**Ronan Connolly  
Licensing Manager  
Wastewater Source Control & Licensing**

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## IRISH WATER RESPONSE

Irish Water  
Colvill House  
24/26 Talbot Street  
Dublin 1

**Name of Facility:** REGENERON IRELAND DESIGNATED ACTIVITY COMPANY  
**Reg. No:** P0991-02

**Location Address:** Regeneron Ireland, Raheen Business Park, Raheen, Limerick

Consent granted subject to the consent conditions outlined below.	Yes
Consent granted without conditions.	N/A
Consent refused <sup>Note 1</sup> .	N/A

Indicate either "Yes" or "No" to the request to include the condition(s) below in the licence as follows:

GENERAL CONSENT CONDITIONS	Condition to be Included (Yes/No)
1. Other than the trade effluent authorised to be discharged under this licence, the licensee shall at no time discharge or cause or permit to discharge into sewer trade effluent or any other matter unless authorised in writing by Irish Water.	Yes
2. Monitoring and analysis equipment shall be installed, operated and maintained as necessary, so that all monitoring, accurately reflects the emission/discharge.	Yes
3. The licensee shall carry out such sampling, analyses, measurements, examinations, maintenance and calibrations as set out below and as in accordance with <i>Schedule C: Control &amp; Monitoring</i> , of this licence. (i) Sampling and analysis shall be undertaken by competent staff in accordance with documented operating procedures. (ii) Such procedures shall be subject to a programme of Analytical Quality Control using appropriate control standards with evaluation of test responses. (iii) Where any analysis is sub-contracted it shall be outsourced to a competent laboratory.	Yes
4. The licensee shall ensure that any trade effluent generated from canteen activities shall pass through appropriate grease removal equipment prior to discharge to sewer.	Yes
5. The licensee shall maintain and implement a detailed programme for maintenance of all plant and equipment based on the instructions issued by the manufacturer/supplier or installer of the equipment or as otherwise approved in writing by IW.	Yes
6. A summary report of volumes of trade effluent and other matter discharged to the sewer along with monitoring and analysis data as specified in <i>Schedule B: Emission Limits to Sewer</i> and <i>Schedule C: Control &amp; Monitoring</i> , of this licence shall be forwarded to both Irish Water and the Local Authority in a manner and timeframe as may be specified by Irish Water.	Yes
7. The licensee shall <b>prepare, maintain and implement</b> (text highlighted in black bold for new licence only) / <b>maintain and implement</b> (text highlighted in green bold for reviews) a Schedule of Environmental Objectives and Targets. The Schedule shall, as a minimum, provide for a review of all operations and processes, including	No

<p>an evaluation of practicable options, for energy and resource efficiency, the use of cleaner technology, cleaner production and the prevention, reduction and minimisation of waste and shall include waste reduction targets, reduction and diversion of storm water runoff to sewer. The Schedule shall include time frames for the achievement of set targets and shall address a five-year period as a minimum. The schedule shall be reviewed annually and submitted to Irish Water as requested.</p>	
<p>8. The licensee shall pay to Irish Water such sum as may be determined from time to time, having regard to the variations in the cost of providing drainage and the variation in effluent reception costs. Payment is to be made on demand from Irish Water.</p>	Yes
<p>9. Silt Traps and Oil Separators The Licensee shall, within six months of date of grant of this licence, install and maintain silt traps and oil separators at the Facility:</p> <ul style="list-style-type: none"> <li>(i) Silt traps to ensure that all storm water discharges, other than from roofs, from the facility pass through a silt trap in advance of discharge;</li> <li>(ii) An oil separator on the storm water discharge from yard areas. The separator shall be a Class I Class II full retention/by-pass separator. &lt;&lt;EPA to select as appropriate&gt;&gt;</li> <li>(iii) The silt traps and separator shall be in accordance with I.S. EN-858-2: 2003 (separator systems for light liquids).</li> </ul>	No
<p>10. The licensee shall conclude an end user agreement with Irish Water.</p>	Yes
<p>11. In the event of any incident which relates to discharges to sewer having taken place, the licensee shall notify Irish Water and the Local Authority, in the manner prescribed by Irish Water, as soon as practicable after such an incident.</p>	Yes
<p>12. No alteration to, or reconstruction in respect of, the activity, or any part thereof, that would, or is likely to, result in</p> <ul style="list-style-type: none"> <li>(i) a material change or increase in: <ul style="list-style-type: none"> <li>▪ the nature or quantity of any emission;</li> <li>▪ the abatement/treatment or recovery systems;</li> <li>▪ the range of processes to be carried out;</li> <li>▪ the fuels, raw materials, intermediates, products or wastes generated, or</li> </ul> </li> <li>(ii) any changes in: <ul style="list-style-type: none"> <li>▪ site management, infrastructure or control with adverse environmental significance;</li> </ul> </li> </ul> <p>shall be carried out or commenced without prior notice to, and without the approval of, the Agency and/or Irish Water as appropriate.</p>	Yes

End User Agreement definition proposed to be included in the Glossary of Terms for the IED/Waste Licences:

End User Agreement: "An agreement between the licensee and Irish Water which provides for the contractual conditions and arrangements relating to the acceptance of, and treatment by, Irish Water of the Licensee's trade effluent and wastewater."

<p align="center"><b>ADDITIONAL GENERAL CONSENT CONDITIONS</b> <b>In respect of discharges or emissions to sewers, in accordance with Section 99E</b> <b>of the Environmental Protection Agency Act 1992, as amended.</b> <i>(Specify, if required)</i></p>

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**Limit Values for Process Effluent to Sewer****Schedule B: Emission Limits**

Emission Point Reference No.: SE1

Emission to *(sewer description)*: 155555E 152519N

Parameter	Emission Limit Value	
Volume to be emitted (Flow rate):	Maximum in any one day:	3,600 m <sup>3</sup>
	Maximum rate per hour:	150 m <sup>3</sup>
	Maximum rate per second:	42 L
Temperature	35 °C (max.)	
pH	6 - 9.5	
	Concentration (mg/l)	Load (kg/d)
BOD, 5 days with Inhibition (Carbonaceous BOD)	1,300	1,800 <sup>Note 1</sup>
COD-Cr	2,200	5,000
Suspended Solids	750	2,700
Sulphate	600	2,200
Total Phosphorus (as P)	100	360
Kjeldahl Nitrogen	190	684
<b>Note 1:</b> An emission of up to 2,500 kg/day of Carbonaceous BOD is permitted on a single occasion during any 7 day period.		

**Frequency of Monitoring Process Effluent to Sewer****Schedule C**

Emission Point Reference No.:

SE1

Parameter	Monitoring Frequency	Analysis Method/Technique
Flow Rate	Continuous	On-line flow meter with recorder
Temperature	Continuous	On-line temperature probe with recorder
pH	Continuous	pH electrode / meter and recorder
TOC (as NPOC)	Continuous	TOC Analyser
BOD, 5 days with Inhibition (Carbonaceous BOD)	Daily <sup>Note 1</sup>	Standard Method
COD-Cr	Daily <sup>Note 1</sup>	Standard method
Suspended Solids	Monthly	Standard method
Total Phosphorus (as P)	Monthly	Standard method
Kjeldahl Nitrogen	Monthly	Standard method
Total Nitrogen	Quarterly	Standard method
Sulphate	Monthly	Standard method
Chloride	Monthly	Standard method
Anionic surfactants / Detergents (MBAS)	Quarterly	Standard method
Fats, Oils & Greases	Quarterly	Standard method
Total Organic Solvents	Quarterly	Standard method
Volatile Organic Compounds	As requested	Standard method
Active Pharmaceuticals	As requested	Standard method
Respirometry	As requested	Standard method

**Note 1.**

The monitoring frequency for BOD and COD may be reduced from 'Daily' to 'Monthly' following the provision of evidence by the Licensee which displays a statistically significant correlation between TOC : BOD and TOC : COD. The implementation of a reduction in monitoring frequency shall only occur following Irish Water's written agreement.

Yours sincerely,

DocuSigned by:

Michael O'Leary

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Authorised Signatory  
Irish Water

Date 25/10/2019

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