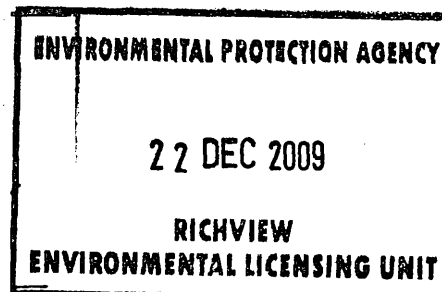




HEAD OFFICE
Oak Park, Carlow,
Co. Carlow, Ireland
Príomh-Oifig, Páirc na Darach, Ceatharlach
Tel: 059-917 0200 Fax: 059-918 2097
Tel. Int: 00353+59-917 0200

14th December 2009

Mr. Damien Masterson
Inspector,
Office of Enforcement
The EPA Head-Quarters
P.O. Box 3000,
Johnstown Castle Estate
Wexford.



Ref: IPPC Licence No. P0-414 issued to Messrs Maurice and Ian Tierney.

Dear Damien,

Further to my recent correspondence and our meeting on the 24th September, 2009 at the EPA HQ Johnstown Castle with yourself, Mr. Patrick Byrne and Ian Tierney, I wish to write to formally explain matters that we discussed in relation to the IPPC Licence as referenced above.

The licence was issued on the 8th November 2000 to the licencees Maurice and Ian Tierney who at that time farmed the pig unit as a single integrated unit. The licensable site accommodated 1200 sows and their progeny as listed in Schedule 1 (i) of the licence. In 2003 a decision was taken to depopulate and reduce the sow herd to 850 sows with minimal disease status and supply breeding stock for the Hermitage Pig Breeding Company. The herd reduction was a strategy to maintain the minimal disease status, reduce manure production and simplify the labour management on the overall site. The farm was farmed and traded as a single entity with Ian Tierney Limited set up to sell the breeding stock.

In December 2008 the farm was devastated by the dioxin feed scare. The total pig herd was slaughtered out under DAFF supervision. A decision was then made to trade the breeding and slaughter stock on the Carrigroe finishing site by selling the all the weaners from the Caherbrack site to a company listed as Ian Tierney Limited (Certified copy of Certificate of Incorporation and Memorandum and Articles of Association are attached). This was to limit any level of liability in the event of another food scare occurring. This means in effect that Ian Tierney Limited will operate and trade on the Carrigroe finishing site. The Caherbrack sow unit (1100 metres away) will now be operated by Ian and Maurice Tierney but will sell the weaners at 30 to 32 kg liveweight to Ian Tierney Limited to be finished on the Carrigroe site.

The other item addressed as a result of the dioxin depopulation was that the existing houses on the sow unit were converted internally to allow for a 700 sow breeding herd with full compliance with loose housing requirements. Post 1st January 2013 all dry

sows must be loose housed (ie. stalls will not be allowed 4 weeks after effective service). Maurice and Ian have converted their sow houses now and accepted the further reduction in sow numbers rather than invest a substantial capital requirement in the operation. This is a substantial reduction in sow numbers on the Caherbrack site.

Effectively now the sow unit is operating under Ian and Maurice Tierney but is a separate legal entity operating separate to the finishing unit (Ian Tierney Limited) from an accounting, tax and herd identification (as policed by DAFF) perspective. The breeding site is below the threshold for an IPPC Licence while the finishing site must operate under an IPPC licence.

I request that a technical amendment of the licence as per Section 96 of the EPA Act be made to reflect the changes referred to above and consolidate the site boundary.

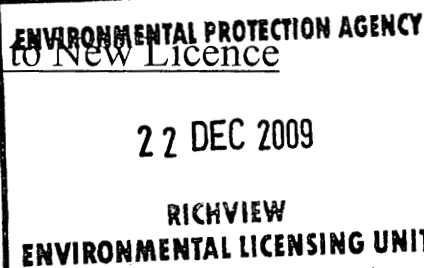
I attach a copy of the original licence and a document which highlights the conditions to be amended to reflect the new situation as described above. Lastly as there will be a substantial reduction in the level of paper work involved for EPA personnel in the amended licence the new licensee requests a reduced annual contribution to reflect this.

Yours sincerely,

Gerard McCutcheon.

cc. Mr. Patrick Byrne, Programme Manager, Office of Climate, Licensing & Resource Use, EPA Regional Inspectorate, McCumiskey House, Richview, Clonskeagh Road, Dublin 14.

Recommended Amendments to be made to New Licence



The New Licensee: Ian Tierney Limited
Location of Activity: Carrigroe Townsland,
Ballinamult,
Co. Waterford.

- Page 3 of licence: The name and address of the licensee to be amended as above in "Activities Licensed" section.
- Page 4: Condition 1.4 – "site" shall mean the plan of areas edged in orange/red as submitted with this submission referenced accordingly.
- Page 6: Condition 4.2 should be deleted as it is not included in more recent licences for this sector.
- Page 6: Condition 5 title should be deleted as it is not appropriate terminology for the management of pig manure.
- Page 6: Condition 5.2 should be amended to fortnightly removal rather than weekly removal as it is not possible to get more frequent collections for this sector.
- Page 6 and 7: Condition 5.3.2 and 5.5 the licensee does not wish to have the management of manure to be categorised as a "waste". These conditions should be deleted and the issue of management of pig manure should be dealt with by specific reference to the relevant national regulations ie. SI 101 of 2009, SI 252 of 2008 and SI 253 of 2008.
- Page 7: Condition 5.5.10 should be amended to comply with S.I. 101 of 2009.
- Page 8: Condition 5.6 should be deleted as it is not relevant in the proposed new licence.
- Page 8: Condition 5.7 should be deleted as it has been completed under the previous licence.
- Page 9: Condition 7.1 has already been complied with – so it should be deleted.
- Condition 7.2 should be amended to reflect the **3** outfalls as referenced on the attached map. (ie. Map 2 of this submission).

Condition 7.4 and 7.5 have already been complied with and so should be deleted.

Condition 7.8, this condition has already been complied with and should be deleted.

Condition 7.10, the figure of 14,750 m³ should be adjusted to 11750m³.

Condition 7.13, Delete this as it was complied with (Caherbrack site).

Condition 7.14, Delete this as it was complied with.

Condition 7.15, Delete this as it refers to Caherbrack site.

Condition 11.1.1 It is expected that the annual charge will be greatly reduced with the reduced workload required to

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The attached schedules are as they should be in the amended licence.

Schedule 1 (i) Animal Numbers at the Facility

Animal Class	Numbers <small>Note 1</small>
Finishers	6300

Note 1: Variation in these numbers is allowed providing the over all numbers of units remains unchanged.

Schedule 2 (i) Odour Sensitive Locations

The Licensee does not consider that there is any nuisance caused outside the boundary of his site.

Schedule 3 (i) High Risk/Hazardous Wastes for Disposal/Recovery

Waste Materials	Further treatment on-site	On-site Recovery, Reuse or Recycling	Method of Off-Site Disposal <small>Note 1</small>
Veterinary Waste	None	None	Agreed contractor
Animal tissue or carcasses	None	None	Agreed contractor
Other <small>Note 2</small>			

Note 1: Any variation from those contractors named in the IPC licence application, or subsequent agreements must have the prior written agreement of the Agency. In such cases where a previously agreed waste contractor is considered by the Agency not to exercise due care in respect of the transport and disposal of licensees waste, the Agency may at any time instruct a licensee to stop using this contractor.

Note 2: No other hazardous waste shall be disposed of or recovered off-site without prior notice to, and prior written agreement of the Agency.

Schedule 3 (ii) Other Wastes for Disposal/Recovery

Waste Materials	Further Treatment On-Site	On-Site Recovery, Reuse or Recycling <small>Note 1</small>	Method of Off-Site Disposal/Recovery <small>Note 2</small>
Domestic and canteen waste	None	None	Agreed disposal contractor

Note 1: The licensee may further treat, reuse, recycle or recover waste subject to the prior written agreement of the Agency.

Schedule 3 (iii) Monitoring and Analysis

Monitoring Reference(s): As identified in Appendix A of the IPC application information submitted on 31 March 1999.

Materials	Frequency	Parameter	Monitor Reference
Slurry/Manure	Annually	% Dry Matter, Total N, Total P, Total K	Carrigroe portion of the unit WS4 (tank V) WS5 (lagoon W) WS6 (lagoon X)
Slurry/manure	Weekly	Available storage capacity	Carrigroe portion of the unit WS4 (tank V) WS5 (lagoon W) WS6 (lagoon X)

Schedule 3 (iv) Buffer Zones for Landspreading of Organic Fertiliser

This schedule should be deleted and the issue of management of pig manure should be dealt with by specific reference to the relevant national regulations ie. SI 101 of 2009, SI 252 of 2008 and SI 253 of 2008.

Schedule 3 (v) Code of Practice for Landspreading of Organic Fertiliser

This schedule should be deleted and the issue of management of pig manure should be dealt with by specific reference to the relevant national regulations ie. SI 101 of 2009, SI 252 of 2008 and SI 253 of 2008.

Schedule 4 (i) Surface Water Discharge Monitoring

Emission Point Reference No's as identification in IPC licence application information submitted on 16 March 2000:

FU1 (Storm water out fall at south-eastern boundary of building F on Carrigroe portion of the site)
FU2 (Storm water out fall at north-eastern boundary of building T on Carrigroe portion of the site)
FU3 (Storm water out fall at south-western boundary of building T on Carrigroe portion of the site)

Parameter	Monitoring Frequency	Analysis Method/Technique
Visual Inspection	Weekly	Not Applicable
COD or BOD	Quarterly	Standard methods

Schedule 4 (ii) Ambient Groundwater Monitoring

Monitoring Point Reference No's, as identified information submitted as part of the Environmental Impact Statement (Appendix C) on 16 March 2000:

Parameter	Monitoring Frequency	Analysis method/Technique
Nitrate	Annually	Standard Methods
Total Ammonia	Annually	Standard Methods
Faecal coliforms	Annually	Standard Methods

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Schedule 5 (i) Recording and Reporting to the Agency

Completed reports shall be submitted to:

The Environmental Protection Agency
PO Box 3000
Johnstown Castle
Wexford

or Any other address may be specified by the Agency

Reports are required to be forwarded as set out below:

Recurring Reports:

Report	Reporting Frequency	Report Submission Date
Slurry/manure register	Bi-Monthly	Ten days after end of the month being reported on
Available slurry/manure storage capacity	Bi-Monthly	Ten days after end of the month being reported on
Complaints (where they arise)	Monthly	Ten days after end of the month being reported on
Annual Environment report (AER)	Annually	Eighteen months from the date of grant of licence and each calendar year by 1 November thereafter.
Tank & Pipeline assessment and inspection programme	Every 5 years	From date of grant of licence; thereafter as part of the AER.

Annual Environmental Report Content

Details of feed usage on-site

Waste Management Report (arising from Condition 5), including details of the Waste Management Record, Waste Monitoring and Analysis and Slurry/Manure Register

Ambient ground water monitoring report

Surface water discharge monitoring

Record of water usage

Tank and pipeline assessment and inspection report (Every five years)

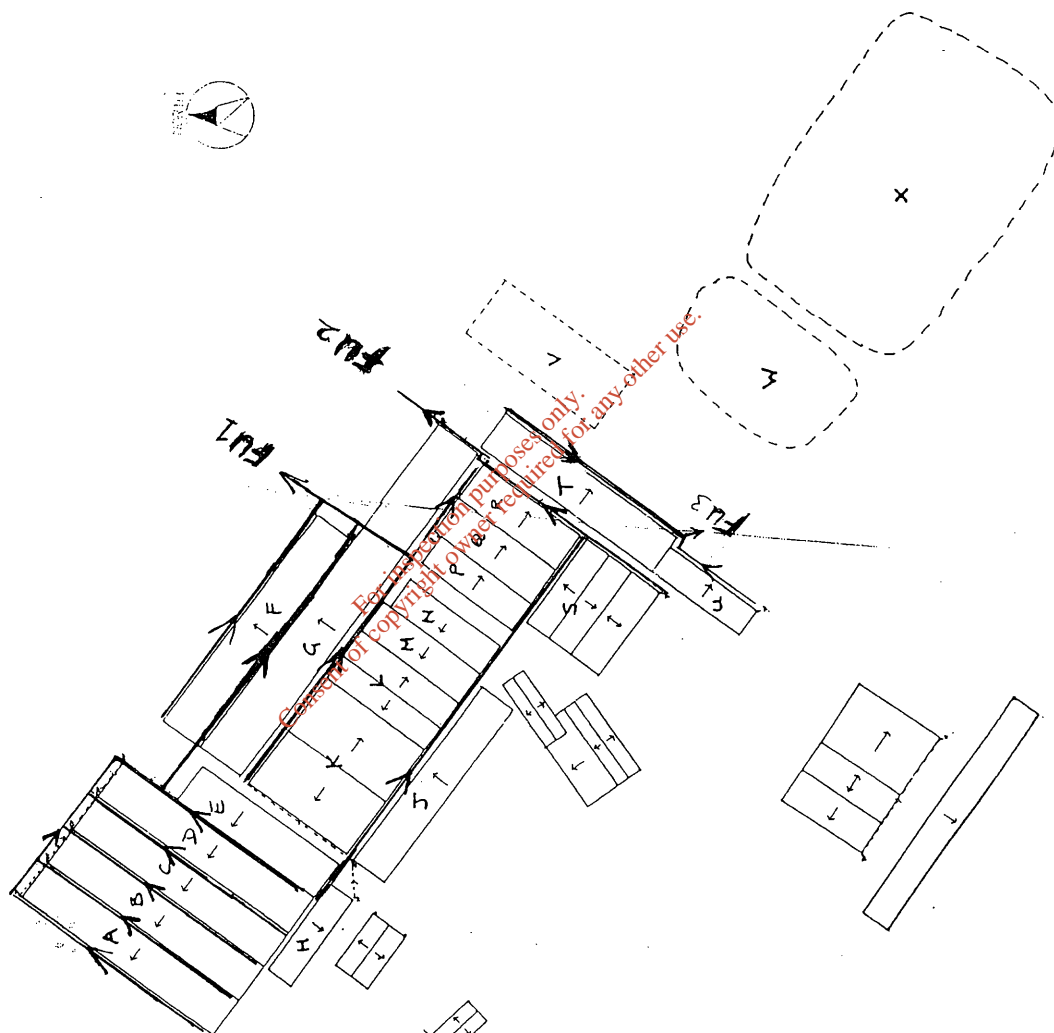
Reported incidents summary

Complaints summary

Sign on behalf of the Agency

Director/Authorised Person

FARM OF: **IAN TIERNEY LTD** AT CARRIGROE, BALLINAMULT, CO-WATERFORD.



Liam Buck, Glen, Comer, Dunsgrah, Co. Waterford. OS 844724.

NOT TO SCALE.



4006864

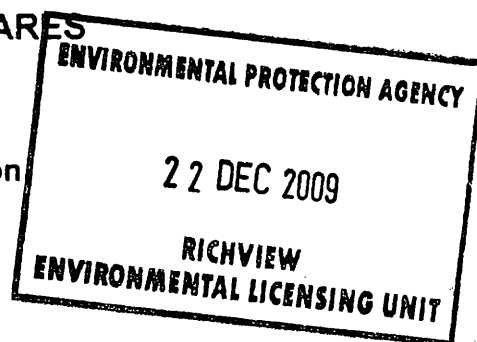
COMPANIES ACTS 1963 TO 2009

COMPANY LIMITED BY SHARES

Memorandum of Association

Of

Ian Tierney Limited



1. The name of the Company is Ian Tierney Limited
2. The objects for which the Company is established are: -
 - (a) To carry on the business of the buying; selling; breeding; producing and slaughtering of pigs for home and export and all related activities.

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- (b) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated, directly or indirectly, to enhance the value of, or render more profitable any of the Company's property.
- (c) To import, export, buy, sell, barter, exchange, pledge, make advances on, take on lease or hire or otherwise acquire, alter, treat, work, manufacture, process, dispose of, let on lease, hire or hire purchase, or otherwise trade or deal in and turn to account as may seem desirable goods, articles, equipment, machinery, plant, merchandise and wares of any description and things capable of being used or likely to be required by persons having dealings with the Company for the time being.
- (d) To carry on any other business except the issuing of policies of insurance, which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (e) To purchase take on lease or in exchange, hire or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (f) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, dams, tramways, machinery, engines, walls, fences, banks, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.
- (g) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in Ireland or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (h) To acquire and undertake the whole or any part of the business, goodwill and assets and liabilities of any person, firm or company carrying on or proposing to carry on any of the business which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any share, debentures, debenture stock or securities so received.
- (i) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, charge, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (j) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.

- (k) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and tenants, subcontractors and persons undertaking to build on or improve any property in which the Company is interested, and to give guarantees or become security for any such person, firms or companies.
- (l) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, bonds, obligations and securities of all kinds (perpetual or otherwise) and either redeemable or otherwise and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake and to purchase, redeem or pay off any such securities.
- (m) To give credit to or to become surety or guarantor for any person or company, and to give all descriptions of guarantees and indemnities, either with or without the Company receiving any consideration to guarantee or otherwise secure (with or without a mortgage or charge on all or any part of the undertaking, property and assets, present and future, and the un-called capital of the Company) the performance of the obligations and repayment or payment of the capital or principal of and dividends or interest on any stocks, shares, debentures, debenture stock, notes, bonds or other securities or indebtedness of any person, authority (whether supreme, local, municipal or otherwise) or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by Section 155 of the Companies Act 1963 or any statutory modification or reenactment thereof or another subsidiary as defined by the said section of the Company's holding company or a subsidiary of the Company or otherwise associated with the Company in business.
- (n) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (o) To apply for, promote and obtain any Act of the Oireachtas, Provisional Order or Licence of the Minister for Industry and Commerce or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (p) To enter into any arrangements with any government or authorities (supreme, municipal, local or otherwise) or any companies, firms or persons, that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government, authority, corporation, company, firm or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (q) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as, directly or indirectly, to benefit this Company. Subject to the provisions of the Companies Acts, 1963 to 2003, the Company may purchase or otherwise acquire on such terms and in such manner as it thinks fit any shares in the capital of the Company or its Holding Company.
- (r) To act as agents or brokers, and as trustees or as nominee for any person, firm or company, and to undertake and perform subcontracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors, trustees or nominees of others.
- (s) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him, her or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

- (t) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of the Company.
- (u) To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities (to include death benefits) or charitable aid to any persons who may have been officers or employees or ex-officers or ex-employees of the Company, or, its predecessors in business, or to the spouses, children or other relatives or dependants of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any such person or of their spouses, children or other relatives or dependants.
- (v) To establish, promote or otherwise assist any other company or companies or associations for the purpose of acquiring the whole or any part of the business or property, and undertaking any of the liabilities of this Company, or of undertaking any business or operation which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, and place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (w) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company whether or not having objects altogether or in part similar to those of this Company.
- (x) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (y) To procure the Company to be registered or recognised in any foreign country or place.
- (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

Provided always that the provisions of this clause shall be subject to the Company obtaining where necessary, for the purpose of carrying any of its objects into effect, such licence, permit or authority as may be required by law.

3 The liability of the members is limited.

4 The Share Capital of the Company is € 100,000 divided into 100,000 of € 1.00 each, with the power to increase or decrease the share capital. The capital may be divided into different classes of shares with any preferential, deferred or special rights or privileges attached thereto, and from time to time the company's regulations may be varied so far as may be necessary to give effect to any such preference, restriction or other term.

We, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	No. of Shares taken by each Subscriber	
Ian Tierney Caherbrack Ballinamult Via Clonmel Co. Waterford	1	Ordinary
Farmer		
Elizabeth Tierney Caherbrack Ballinamult Via Clonmel Co. Waterford	1	Ordinary
Director		
Total number of Shares taken	2	Ordinary

Dated the 21/07/2005

Witness to the above signatures:

COMPANIES ACTS 1963 TO 2003

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Ian Tierney Limited

PRELIMINARY

- 1 (a) Subject as hereinafter provided, the regulations contained in parts I and II of Table A as in the first schedule to the Companies Acts 1963 (hereinafter referred to as Table A) shall apply to the Company.
- (b) Regulations 5, 8, 24, 47, 51, 54, 75, 79, 84, 86, 91, 92, 93, 94 and 95 of Table A part 1 and regulation 7 in part II of table A shall not apply.
- 2 The Company shall be a private Company, and accordingly the following provisions shall have effect:
 - (a) No shares or debentures of the Company shall be offered to the public for subscription.
 - (b) The number of the members of the Company (exclusive of persons who are in the employment of the company, and of persons who having been formerly in the employment of the Company, were, while in such employment and have continued after the termination of such employment to be members of the company), shall not at any time exceed fifty.
 - (c) The right to transfer shares in the Company shall be restricted in the manner hereinafter provided.

SHARE CAPITAL AND SHARES

- 3 The Share Capital of the Company is € 100,000 divided into 100,000 of € 1.00 each.
- 4 When any shares have been forfeited an entry shall forthwith be made in the Register of Members of the Company recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been sold or otherwise disposed of an entry shall be made of the manner and date of the sale or disposal thereof.
- 5 No share shall be offered at a discount.
- 6 (a) The Directors of the Company are generally and unconditionally authorised to exercise all powers of the company to allot relevant securities (within the meaning of section 20 of the Companies (Amendment) Act 1983), up to an amount equal to the authorised but as yet un-issued share capital of the company on the date of incorporation of the company. The authority hereby conferred shall expire five years from the date of incorporation of the company, unless previously renewed, revoked or varied by the company in general meeting, save that the company may before such expiry date make an offer or agreement which might require relevant securities to be allotted after the authority has expired and the directors may allot the relevant securities in pursuance of such offer or agreement as if the authority hereby conferred has not expired.

- (b) The pre-emption provisions of sub-sections (1), (7) and (8) of section 23 of the Companies (Amendment) Act 1983 shall not apply to any allotment by the Company of equity securities (within the meaning of the said Section 23)

7 Subject to the provisions of Part XI of the Companies Act 1990 the Company may: -

- (a) Issue shares which are to be redeemed or are liable to be redeemed at the option of the company or the holder, on such terms and in such manner as shall be provided by the Articles of Association of the Company provided always that the nominal value of the issued share capital which is not redeemable shall not at any time be less than one tenth of the nominal value of the total issued share capital of the Company.
- (b) Purchase its own shares.
- (c) Cancel any of its own shares following purchase.
- (d) Re-designate any of its own shares following purchase as treasury shares provided always that the nominal value of treasury shares held by the Company, may not at any one time, exceed ten per cent of the nominal value of the issued share capital of the Company.

For so long as the Company holds shares as treasury shares:

- (i) The Company shall not exercise any voting rights in respect of those shares and any purported exercise of those rights shall be void.
- (ii) No dividend or other payment (including any payment in a winding up of the company) shall be payable to the company in respect of those shares.
- (e) Cancel or re-issue as shares of any class any shares held by the Company as treasury shares
- (f) Make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares.
- (g) Notice of redemption in writing shall be given in accordance with this sub-paragraph (g) to the holders of Ordinary Shares to be purchased or redeemed. Any notice of purchase or redemption shall specify the number of shares to be purchased or redeemed, the date fixed for purchase or redemption and the place at which the certificates for such shares are to be presented for purchase and upon such date each of the holders of the shares concerned shall be bound to deliver to the Company at such place the Certificates for the shares to be purchased or redeemed. If any certificate so delivered to the Company includes any shares not to be purchased or redeemed on that occasion fresh certificate for such shares shall forthwith be issued to the holder delivering such certificate to the Company.

8 The directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of shares; and Regulation 24 of Table A shall be modified accordingly.

BORROWING POWERS

9 The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, and may secure the repayment of, or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled and un-issued capital, or by the issue at such price as they may think fit, of bonds or debentures, either charged upon the whole or any part of the property and assets of the Company, or not so charged, or in such other way as the Directors may think expedient.

- 10 A register of the holders of the debentures of the Company, and shall be kept at the registered offices of the Company, and shall be open to the inspection of the registered holders of such debentures and of any member of the Company, or any other person subject to such restrictions as the Company in general meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in aggregate thirty days in each year.

GENERAL MEETINGS

- 11 A general meeting may with the written consent of all the members and the Auditors be convened by less than fourteen days notice, and in such manner as the members may think fit, and Regulation 51 of Table A shall be modified accordingly. The Annual General Meeting may be held in the state or elsewhere subject to section 140.

VOTES OF MEMBERS

- 12 No business shall be transacted at a General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members present in person or by proxy shall be a quorum.

DIRECTORS

- 13 Unless and until the Company in a general meeting shall otherwise determine, the number of Directors shall not be less than two nor more than seven. The first Directors shall be appointed in writing by the subscribers to the Memorandum of Association.
- 14 The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as a addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Annual General Meeting, when he shall retire, but shall be eligible for re-election.
- 15 A memorandum in writing signed by all the Directors for the time being and included in or attached to the Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held and constituted.
- 16 The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.

DISQUALIFICATION OF DIRECTORS

- 17 The Office of a director shall be vacated:
- (a) If he ceases to be a Director by virtue of Section 180/184 of the Act.
 - (b) If he becomes bankrupt or insolvent or compound with his creditors.
 - (c) If he becomes unsound of mind or found to be lunatic.
 - (d) If he is convicted of an indictable offence (other than an offence under the Road Traffic Act, 1961, or any Act amending the same) unless the Directors otherwise determine.
 - (e) If he absents himself from the meetings of the Directors for a period of six calendar months without special leave of absence from the other Directors.
 - (f) If he gives the Directors one calendar month's notice in writing that he resigns his office
 - (g) If he is disqualified or restricted pursuant to an Order made under the provisions of the Companies Act, 1990.

INDEMNITY

- 18 In addition to the indemnity contained in regulation 138 of Table A part 1, the Company shall indemnify every Director, Secretary or other officer against all costs and expenses incurred or about the execution and discharge of the duties of his office.
- 19 A director may hold any office of profit under the Company (other than that of the Auditor) in conjunction with the office of Director and may enter into contracts or arrangements or have dealings with the Company and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of such contract, arrangement or dealing to which he is a party, or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Board at or before the time when such contract, arrangement or dealing is determined upon his interest therein, or if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest. But except in respect of any agreement or arrangement to give any indemnity or security to any director who has undertaken or is about to undertake any liability on behalf of the Company, or of a resolution to allot any shares or debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement or dealing is under consideration.

MANAGING DIRECTOR

- 20 The Directors may from time to time entrust to and confer upon the Managing Director all or any of the powers of the Directors (excepting the power to make calls, forfeit shares, borrow money or issue debentures) that they think fit. But the exercise of all such powers by the Managing Director shall be subject to such regulations and restrictions as the Directors may from time to time impose and the said powers may at any time be withdrawn, revoked or varied.

NOTICES

- 21 Where a notice is sent by post it shall be deemed to have been served at the expiration of twenty four hours after it was posted; and Regulation 133 of Table A shall be modified accordingly.
- 22 A member who has no registered address in the Republic of Ireland, Northern Ireland or Great Britain, and has not supplied to the Company an address within the Republic of Ireland, Northern Ireland or Great Britain for the giving of notices to him shall not be entitled to receive any notices from the Company.

COMPANY SECRETARY

- 23 The first Company Secretary shall be appointed in writing by the Subscribers to the Memorandum of Association and shall be the person named in the statement delivered pursuant to Section 3 of the Companies (Amendment) Act 1982.

Names, Addresses and Descriptions of Subscribers

Ian Tierney
Caherbrack
Ballinamult
Via Clonmel
Co. Waterford

Farmer

Elizabeth Tierney
Caherbrack
Ballinamult
Via Clonmel
Co. Waterford

Director

Dated the

21/07/2005

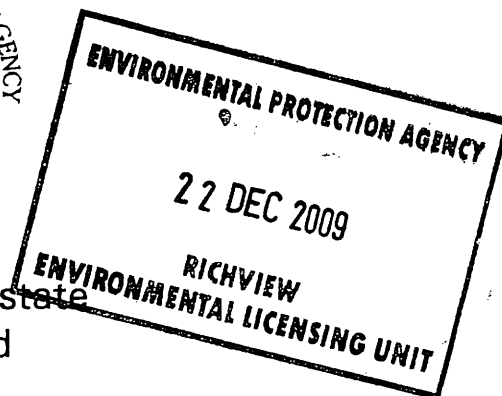
Witness to the above signatures:

0

Granted 18/11/2000



Headquarters,
Johnstown Castle Estate
Wexford, Ireland



INTEGRATED POLLUTION CONTROL LICENCE

Licence Register Number: 414

Licensee: Messrs. Maurice and Ian Tierney

Location of Activity: Tierney Farms
Townlands of Carrigroe and Caherbra
Ballinamult
County Waterford

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Glossary of Terms

The Agency	Environmental Protection Agency.
The Licensee	Messrs. Maurice and Ian Tierney, Carrigroe, Ballinamult, County Waterford.
AER	Annual Environmental Report.
Annually	All or part of a period of twelve consecutive months.
BATNEEC	Best Available Technology Not Entailing Excessive Cost.
BOD	5 day Biochemical Oxygen Demand.
Buffer zone	Area excluded from landspreading of waste.
COD	Chemical Oxygen Demand.
Daily	During all days of plant operation, and in the case of emissions, when emissions are taking place; with no more than 1 measurement on any one day.
Daytime	0800 hrs to 2200 hrs.
Daylight hours	Lighting-up time plus an hour
dB(A)	Decibels (A weighted).
DO	Dissolved Oxygen.
EIS	Environmental Impact Statement.
EMP	Environmental Management Programme.
EWC	European Waste Catalogue (94/3/EEC, see also Agency Guidance Note on the EWC).
Freeboard	The difference in elevation between the maximum elevation of the slurry/manure and the minimum elevation of the storage tank.
ha	hectare.
IPC	Integrated Pollution Control.
Leq	Equivalent continuous sound level.
Local Authority	Waterford County Council, Tipperary SR County Council.
Monthly	At least 12 times per year at approximately monthly intervals.
Night-time	2200 hrs to 0800 hrs.

Noise sensitive location	Any dwelling house, hotel or hostel, health building, educational establishment, place of worship or entertainment, or any other facility or area of high amenity which for its proper enjoyment requires the absence of noise at nuisance levels.
Odour sensitive location	Any dwelling house, hotel or hostel, health building, educational establishment, place of worship or entertainment, or any other facility or area of high amenity which for its proper enjoyment requires the absence of odour at nuisance levels.
ppm	Parts per million.
Quarterly	All or part of any three consecutive months beginning on the first day of January, April, July or October.
Regional Fisheries Board	Southern Regional Fisheries Board.
Slurry/manure	Animal faeces, urine, washwater and any associated feed or bedding.
Standard Methods	"Standard Methods for the Examination of Water and Wastewater", (prepared and published jointly by A.P.H.A., A.W.W.A & W.E.F) 19th Ed. 1995, American Public Health Association, 1015 Fifteenth Street, N.W., Washington DC 20005, USA.
Waste disposal activity	Means any of the activities included in the Third Schedule to the Waste Management Act 1996.
Waste recovery activity	Means any of the activities included in the Fourth Schedule to the Waste Management Act 1996.
Weekly	During all weeks of plant operation, and in the case of emissions, when emissions are taking place; with no more than one measurement in any one week.

Reasons for the Decision

The Agency is satisfied, on the basis of the information available that, subject to compliance with the conditions of this licence, any emissions from the activity will comply with and not contravene any of the requirements of Section 83(3) of the Environmental Protection Agency Act, 1992.

In reaching this decision the Agency has considered the application and supporting documentation received from the applicant, all submissions and objections received and the report of its inspectors.

Activities Licensed

In pursuance of the powers conferred on it by the Environmental Protection Agency Act, 1992, the Agency hereby grants a licence to:

Messrs. Maurice and Ian Tierney, Carrigroe, Ballinamult, County Waterford,

under Section 83(1) of the said Act to carry on the following activity

- :- the rearing of pigs in installations, whether within the same complex or within 100 metres of that complex, where the capacity exceeds 1,000 units on gley soils or 3,000 units on other soils and where units have the following equivalents: 1 pig = 1 unit, 1 sow = 10 units,

at Tierney Farms, Townlands of Carrigroe and Caherbrack, Ballinamult, County Waterford, subject to the following eleven Conditions, with the reasons therefor and associated schedules attached thereto.

Conditions

Condition 1 Scope

- 1.1 The activity shall be controlled, operated, and maintained and emissions shall take place as set out in this Integrated Pollution Control (IPC) licence. All programmes required to be carried out under the terms of this licence, become part of this licence.
- 1.2 No alteration to, or reconstruction in respect of, the activity or any part thereof which would, or is likely to, result in (a) a material change or increase in:
 - 1.2.1 The nature or quantity of any emission,
 - 1.2.2 The abatement/treatment or recovery systems,
 - 1.2.3 The range of processes to be carried out,
 - 1.2.4 The fuels, raw materials, products or wastes generated with adverse environmental significanceor (b) any changes in:
 - 1.2.5 The site management and control with adverse environmental significance

shall be carried out or commenced without prior notice to, and without the prior written agreement of, the Agency.

- 1.3 This licence is for the purposes of IPC licensing under the EPA Act, 1992 only and nothing in this licence shall be construed as negating the licensee's statutory obligations or requirements under any other enactments or regulations.
- 1.4 Any reference in this licence to 'site' shall mean the plan areas edged in orange identified as 'plan of the site, Appendix A' in information submitted on 16 March 2000, as part of the IPC licence application.
- 1.5 This licence relates to a facility with the capacity to house a maximum number of animals as described in *Schedule 1(i) Animal Numbers Housed at the Facility* subject to Condition 1.6 of this licence.
- 1.6 In the event that the licensee cannot demonstrate compliance with Condition 5.6 of this licence the licensee shall on the instruction of the Agency immediately reduce maximum pig numbers from that specified in *Schedule 1(i) Animal Numbers Housed at the Facility*, to equate to the slurry disposal capacity of lands agreed with the Agency under Condition 5.5.7 of this licence.

Reason: To clarify the scope of this licence.

Condition 2 Management of the Activity

2.1 Corrective Action

- 2.1.1 The licensee shall establish procedures to ensure that corrective action is taken should the specified requirements of this licence not be fulfilled. The responsibility and authority for initiating further investigation and corrective action in the event of a reported non-conformity with this licence shall be defined.

2.2 Awareness and Training

- 2.2.1 The licensee shall establish and maintain procedures for identifying training needs, and for providing appropriate training, for all personnel whose work can have a significant effect upon the environment. Appropriate records of training shall be maintained.
- 2.2.2 Personnel performing specifically assigned tasks shall be qualified on the basis of appropriate education, training and/or experience, as required. The licensee must ensure that contractors/agents involved in landspreading of waste are appropriately trained and/or experienced, and receive adequate supervision.

2.3 Responsibilities

- 2.3.1 The licensee shall ensure that a person in charge, as defined under the terms of the Environmental Protection Agency Act, 1992 shall be available on-site to meet with authorised persons of the Agency at all reasonable times.

2.4 Communications

- 2.4.1 The licensee shall put in place a programme to ensure that members of the public can obtain information concerning the environmental performance of the licensee at all reasonable times.

2.4.2 The licensee shall submit to the Agency, eighteen months from the date of grant of this licence, and each calendar year by 1 November thereafter, an AER which shall be to the satisfaction of the Agency. This report shall include as a minimum the information specified in *Schedule 5(i) Recording & Reporting to the Agency* and shall be prepared in accordance with any relevant guidelines issued by the Agency.

2.5 Vermin Control

2.5.1 The licensee shall maintain sufficient and continuous vermin control at the site.

Reason: *To make provision for management of the activity on a planned basis having regard to the desirability of ongoing assessment, recording and reporting of matters affecting the environment.*

Condition 3 Notification

3.1 The licensee shall notify the Agency by both telephone and facsimile, if available, to the Agency's Headquarters in Wexford, or to such other Agency office as may be specified by the Agency, as soon as practicable after the occurrence of any of the following:

3.1.1 Any unauthorised emission from the facility.

3.1.2 Any incident with the potential for environmental contamination of surface water or groundwater, or posing an environmental threat to air or land, or requiring an emergency response by the Local Authority.

3.2 The licensee shall include as part of the notification, the date and time of the incident, details of the occurrence, and the steps taken to minimise the emissions and avoid recurrence. The licensee shall make a record of any incident as set out in Condition 3.1 above. The notification given to the Agency shall include details of the circumstances giving rise to the incident and all actions taken to minimise the effect on the environment and minimise wastes generated.

3.3 A summary report of reported incidents shall be submitted to the Agency as part of the AER. The information contained in this report shall be prepared in accordance with any relevant guidelines issued by the Agency.

3.4 In the case of any incident as set out in Condition 3.1.2 above which relates to contamination of surface or groundwater, the licensee shall notify the Regional Fisheries Board as soon as practicable after such an incident.

3.5 In the event of any incident, as set out in Condition 3.1.2 having taken place, the licensee shall notify the Local Authority as soon as practicable, after such an incident.

Reason : *To provide for the notification of incidents and update information on the activity.*

Condition 4 Emissions to Atmosphere

4.1 The licensee shall ensure that all operations on-site shall be carried out in a manner such that air emissions and/or odours do not result in significant impairment of, or significant

interference with amenities or the environment beyond the site boundary and at odour sensitive locations as specified in *Schedule 2 (i) Odour Sensitive Locations*.

- 4.2 The licensee shall ensure that no agitation of slurry is undertaken on site without the prior written approval of the Agency.

Reason: To provide for the protection of the environment by way of control, limitation, treatment and monitoring of emissions.

Condition 5 Waste Management

- 5.1 Disposal or recovery of waste shall take place only as specified in *Schedule 3(i) High Risk/Hazardous Wastes for Disposal/Recovery* and *Schedule 3(ii) Other Wastes for Disposal/Recovery* of this licence and in accordance with the appropriate National and European legislation and protocols. No other waste shall be recovered on-site or disposed of/recovered off-site without prior notice to, and prior written agreement of, the Agency.
- 5.2 Animal tissue or carcasses stored on-site pending disposal shall be placed in covered, leak proof containers and shall at a minimum be removed weekly for disposal in accordance with *Schedule 3(i) High Risk/Hazardous Wastes for Disposal/Recovery*.
- 5.3 Waste sent off-site for recovery or disposal shall only be conveyed by a waste contractor, as agreed by the Agency, and only transported from the site of the activity to the site of recovery/disposal in a manner which will not adversely affect the environment.
- 5.3.1 Animal tissue or carcasses sent off site for disposal/recovery shall be transported in covered, leak proof containers.
- 5.3.2 The transport of slurry/manure via the public road shall be carried out in sealed containers such that no spillage can occur.
- 5.4 For wastes other than those destined for landspreading, a full record, which shall be open to inspection by authorised persons of the Agency at all times, shall be kept by the licensee on matters relating to the waste management operations and practices at this site. This record shall as a minimum contain details of the following:
- 5.4.1 The names of the agent and transporter of the waste.
- 5.4.2 The name of the persons responsible for the ultimate disposal/recovery of the waste.
- 5.4.3 The ultimate destination of the waste.
- 5.4.4 Written confirmation of the acceptance and disposal/recovery of any hazardous waste consignments sent off-site.
- 5.4.5 The tonnages and EWC Code for the waste materials listed in *Schedule 3(i) High Risk/Hazardous Wastes for Disposal/Recovery* and *Schedule 3(ii) Other Wastes for Disposal/Recovery*, sent off-site for disposal/recovery.
- 5.4.6 Details of any rejected consignments.

A copy of this Waste Management Record shall be submitted to the Agency as part of the AER for the site.

5.5 Where wastes are destined for landspreading the following conditions apply:

- 5.5.1 Monitoring of available storage capacity for slurry/manure shall be undertaken as outlined in *Schedule 3(iii) Waste Monitoring and Analysis*. Results shall be submitted to the Agency monthly and a summary report included as part of the AER.
- 5.5.2 Slurry composition shall be analysed as outlined in *Schedule 3(iii) Waste Monitoring and Analysis* and a summary report included as part of the AER.
- 5.5.3 The licensee shall ensure that in cases where there is transfer of slurry or manure from the facility to storage provided on farms in the landbank, that it is contained in a purpose built slurry holding structure adequate for the protection of groundwater and surface water.
- 5.5.4 All lands where waste from the activity is to be landspread must be as outlined in the IPC licence application. Alterations to this landbank must be agreed in advance in writing with the Agency.
- 5.5.5 The licensee shall ensure that no slurry/manure from the facility to which this licence relates, is provided to lands in the landbank, which receive waste for landspreading from any other off-farm source which are not included in the Nutrient Management Plan, other than by agreement with the Agency.
- 5.5.6 Agreements between the licensee and recipients of wastes for landspreading shall not conflict with any conditions in this licence.
- 5.5.7 All landspreading activities shall be undertaken in accordance with a Nutrient Management Plan which must be agreed in advance with the Agency and submitted not later than six months from date of grant of this licence and each calendar year thereafter as part of the AER.
- 5.5.8 Landspreading shall be carried out in accordance with *Schedule 3(iv) Buffer Zones for Landspreading of Organic Waste* and *Schedule 3(v) Code of Practice for Landspreading of Organic Waste*. All landspreading activities shall be carried out in such a manner as to avoid contamination of surface and groundwaters, and so as to minimise odour nuisance from the activity.
- 5.5.9 Landspreading shall be undertaken using soil injection or bandspreading methods. Any other method must receive prior written agreement from the Agency.
- 5.5.10 A register of landspread slurry/manure ('Slurry/Manure Register') shall be maintained on site on a daily basis and shall be available for inspection by authorised personnel of the Agency at all times. This register shall include details of the following:
- (i) date of slurry/manure spreading,
 - (ii) contractor/agent spreading slurry/manure,
 - (iii) weather and ground conditions at the time of spreading and weather forecast for subsequent 48 hours,
 - (iv) nutrient requirements for individual fields/plots,
 - (v) volumes of slurry/manure applied to individual fields/plots.



- 5.5.11 The details, as per Condition 5.5.10, from the register shall be reported to the Agency monthly, and annually as part of the AER.
- 5.6 The licensee shall, within six months of the date of grant of the licence, prepare proposals and a programme for the agreement of the Agency to address slurry separation on-site as well as the recovery of the solid waste material arising thereof. The proposals shall include details relating to the handling, treatment, transfer, storage, nutrient and dry matter content of the waste as well as consideration of any structural alterations required on-site. In particular, the licensee shall provide documentary evidence to the satisfaction of the Agency that the solid waste material derived from the separation process will be recovered. The agreed proposals and programme shall be implemented within a time frame to be agreed with the Agency.
- 5.7 A proposal for discharge of domestic sewage from the facility to a septic tank or other suitable treatment system shall be submitted and agreed with the Agency not later than six months from date of grant of this licence.

Reason: To provide for the disposal of waste and the protection of the environment.

Condition 6 Noise

- 6.1 Activities on-site shall not give rise to noise levels off site, at noise sensitive locations, which exceed the following sound pressure limits (Leq, 30 minute):
- 6.1.1 Daytime: 55 dB(A)
- 6.1.2 Night-time: 45 dB(A)
- 6.2 There shall be no clearly audible tonal component or impulsive component in the noise emission from the activity at any noise sensitive location.

Reason: To provide for the protection of the environment by control of noise.

Condition 7 Protection of Surface Waters and Groundwaters

- 7.1 The licensee, shall within twelve months of the grant of this licence, provide and subsequently maintain, a rainwater collection and drainage system for all pig housing on-site.
- 7.2 The licensee shall divert all uncontaminated surface water runoff from roofs and non-contaminated impervious areas of the site, to the surface water drainage system. This drainage system shall discharge to ground through 9 outfalls as referenced in Appendix C2 in the IPC licence application information submitted on 16 March 2000. The licensee shall provide an inspection chamber at each outlet prior to entry into the soak-away system.
- 7.3 There shall be no unauthorised discharge of polluting matter to water.
- 7.4 The licensee, shall within three months of the date of grant of this licence, upgrade slurry pipelines and transfer points to ensure no leakage of effluent occurs.

- 7.5 The licensee, shall within six months of the date of grant of this licence, install a collection system to contain all effluent generated at the gilt house.
- 7.6 The licensee shall monitor surface water discharges in accordance with *Schedule 4(i) Surface Water Discharge Monitoring* of this licence. This shall be reported annually as part of the AER.
- 7.7 In the event that any analyses or observations made on the quality or appearance of surface water should indicate that contamination has taken place, the licensee shall,
- (i) carry out an immediate investigation to identify and isolate the source of the contamination,
 - (ii) put in place measures to prevent further contamination and to minimise the effects of any contamination on the environment,
 - (iii) and notify the Agency, in accordance with Condition 3.1, as soon as is practicable.
- 7.8 The licensee shall within six months of the date of grant of this licence install four monitoring boreholes adjacent to the lagoon storage areas as detailed in the proposals outlined in information submitted as part of the Environmental Impact Statement on 16 March 2000 (Appendix C).
- 7.9 The licensee shall carry out ambient groundwater monitoring in accordance with *Schedule 4(ii) Ambient Groundwater Monitoring* of this licence. The results of such monitoring shall be reported annually as part of the AER.
- 7.10 The licensee shall provide a minimum of six months slurry storage capacity at the site for waste destined for landspreading. This storage capacity shall be a minimum 14,750 m³ on-site.
- 7.11 The licensee shall ensure that a freeboard of at least 200 mm is maintained at all times on all slurry storage tanks and lagoons.
- 7.12 Underground, partly underground or overground concrete storage facilities shall conform to the Department of Agriculture, Food and Forestry specifications (S108, S123) or equivalent standard.
- 7.13 The licensee shall submit proposals (including timeframe) for sealing or lining the lagoon located on the Caherbrack portion of the site within six months of the date of grant of the licence. The proposals shall include a consideration of the type and source of the proposed sealing materials, details of the nature of engineering works to be undertaken and details of a quality assurance programme with respect to the installation.
- 7.14 The licensee shall within six months from the date of grant of this licence submit a programme for agreement with the Agency on the assessment of under and over-ground effluent storage tanks, pipelines and liquid feed storage tanks to ensure that all storage tanks and pipelines are assessed within twelve months of the date of grant of this licence and at least once every five years thereafter. A report on such assessment shall be included in the AER, together with proposals for repair of any significant defects found.
- 7.15 The licensee shall with the agreement of the Agency provide overground storage facilities with the following:
- (i) two lockable valves in line
 - (ii) an appropriate reception pit with level alarm. — *done*

7.16 Fuel tank storage areas shall, as a minimum be bunded, either locally or remotely, to a volume not less than the greater of the following;

- (i) 110% of the capacity of the largest tank or drum within the bunded area
- (ii) 25% of the total volume of substance which could be stored within the bunded area.

Drainage from bunded areas shall be diverted for collection and safe disposal. All bunds shall be tested at least once every five years. A report on such tests shall be included in the AER.

Reason: To provide for the protection of surface waters and groundwater.

Condition 8 Monitoring

8.1 The licensee shall carry out such sampling, analyses, measurements, examinations, as set out in Schedules:-

Schedule 3(iii) Waste Monitoring and Analysis

Schedule 4(i) Surface Water Discharge Monitoring

Schedule 4(ii) Ambient Groundwater Monitoring

Schedule 4(iii) Ambient Soil Monitoring

of this licence.

8.2 The licensee shall install and maintain a water meter on all water supplies serving the pig unit within six months from the date of grant of this licence. Records of water usage shall be maintained on site and a summary records report shall be submitted annually as part of the AER.

8.3 The frequency, methods and scope of monitoring, sampling and analyses, as set out in this licence, may be amended with the written agreement of the Agency following evaluation of test results. The licensee shall install on all emission points such sampling points or equipment, as may be required by the Agency. All such equipment shall be consistent with the safe operation of all sampling and monitoring systems.

8.4 The licensee shall provide safe and permanent access to the following sampling and monitoring points:

8.4.1 Waste storage areas on-site.

8.4.2 Surface water discharge points.

and safe access to any other sampling and monitoring points required by the Agency.

Reason: To ensure compliance with the requirements of other conditions of this licence by provision of a satisfactory system of measurement and monitoring of emissions.

Condition 9 Recording and Reporting to Agency

- 9.1 The licensee shall record all sampling, analyses, measurements, examinations and maintenance carried out in accordance with the requirements of this licence.
- 9.2 The licensee shall record all incidents which affect the normal operation of the activity and which may create an environmental risk.
- 9.3 The licensee shall record all complaints of an environmental nature related to the operation of the activity. Each such record shall give details of the date and time of the complaint, the name of the complainant and give details of the nature of the complaint. A record shall also be kept of the response made in the case of each complaint. The licensee shall submit a report to the Agency, during the month following such complaints, giving details of any complaints which arise. A summary of the number and nature of complaints received shall be included in the AER.
- 9.4 The format of all records required by this licence shall be to the satisfaction of the Agency. Records shall be retained on-site for a period of not less than seven years and shall be available for inspection by the Agency at all reasonable times.
- 9.5 Reports of all recording, sampling, analyses, measurements, examinations, as set out in Schedule 5(i) Recording and Reporting to the Agency in this licence, shall be submitted to the Agency Headquarters as specified in this licence. The format of these reports shall be to the satisfaction of the Agency. One original and three copies shall be submitted as and when specified.
- 9.6 All reports shall be certified accurate and representative by the licensee or other senior officer designated by the licensee.
- 9.7 All written procedures controlling operations affecting this licence shall be available on-site for inspection by the Agency at all reasonable times.
- 9.8 The frequency and scope of reporting, as set out in this licence, may be amended with the written agreement of the Agency following evaluation of test results.

Reason: To provide for the collection and reporting of adequate information on the activity.

Condition 10 Emergency Response

- 10.1 The licensee shall ensure that an Emergency Response Procedure is in place which shall address any emergency situation which may originate on-site. This Procedure shall include provision for minimising the effects of any emergency on the environment.

Reason: To provide for the protection of the environment.

Condition 11 Financial Provisions

11.1 Agency Charges

- 11.1.1 The licensee shall pay to the Agency an annual contribution of £2,288 (Euro-2,905.16), or such sum as the Agency from time to time determines, towards the cost of monitoring the activity as the Agency considers necessary for the performance of its functions under the Environmental Protection Agency Act, 1992. The licensee shall in 2001 and subsequent years, not later than January 31 of each year, pay to the Agency this amount updated in accordance with changes in the Public Sector Average Earnings Indices from the date of the licence to the renewal date. The updated amount shall be notified to the licensee by the Agency. For 2000, the licensee shall pay a pro rata amount from the date of this licence to December 31 2000. This amount shall be paid to the Agency within one month of the date of grant of this licence.

Reason: *To provide for adequate financing for monitoring and financial provisions for measures to protect the environment.*

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Schedule 1(i) Animal Numbers Housed at the Facility

Animal Class	Number
Farrowing/Suckling Sows	190
Dry Sows	1010
Maiden Gilts	180
Boars	60
Weaners	4300
Finishers	6300

Note 1: This excludes suckling pigs maintained on site.

Note 2: Variation in these numbers is allowed providing the overall number of units remains unchanged.

Schedule 2(i) Odour Sensitive Locations

Location
2 houses c. 230 m E of Carrigroe portion of the unit
1 house c. 260 m NE of Carrigroe portion of the unit
1 house/public house c. 320 m NE of Carrigroe portion of the unit
1 house c. 270 m SE of Carrigroe portion of the unit
1 house c. 120 m E of Carrigroe portion of the unit
1 house c. 380 m N of Carrigroe portion of the unit
2 houses c. 465 m E of Caherbrack portion of the unit
1 house c. 400 m SE of Caherbrack portion of the unit
as identified in Appendix D of the IPC application information submitted on 16 March 2000.

Schedule 3(i) High Risk/Hazardous Wastes for Disposal/Recovery

Waste Materials	Further Treatment On Site	On-site Recovery Reuse or Recycling	Method of Off-Site Disposal
Veterinary Waste	None	None	Agreed contractor
Animal tissue or carcasses	None	None	Agreed contractor
Other ^{Note 2}			

Note 1: Any variation from those contractors named in the IPC Licence application, or subsequent agreements, must have the prior written agreement of the Agency. In such cases where a previously agreed waste contractor is considered by the Agency not to exercise due care in respect of the transport and disposal of the licensee's waste, the Agency may at any time instruct a licensee to stop using this contractor.

Note 2: No other hazardous waste shall be disposed of or recovered off-site without prior notice to, and prior written agreement of the Agency.

Schedule 3(ii) Other Wastes for Disposal/Recovery

Waste Materials	Further treatment On Site	On Site Recovery, Reuse or Recycling	Method of Off Site Disposal/Recovery
Domestic and canteen waste	None	None	Agreed disposal contractor.
Animal slurry/manure	None	None	Landspreading
Other ^{Note 3}			

Note 1: The licensee may further treat, reuse, recycle or recover waste subject to the prior written agreement of the Agency.

Note 2: Any variation from those contractors named in the IPC Licence application, or subsequent agreements, must have the prior written agreement of the Agency. In such cases where a previously agreed waste contractor is considered by the Agency not to exercise due care in respect of the transport and disposal of the licensee's waste, the Agency may at any time instruct a licensee to stop using this contractor.

Note 3: No other waste shall be disposed of or recovered off-site without prior notice to, and prior written agreement of the Agency.

Schedule 3(iii) Waste Monitoring and Analysis

Waste Monitoring Reference(s):

As identified in Appendix A of the IPC application information submitted on 31 March 1999.

Waste Materials	Frequency	Parameter	Waste Monitoring Reference
Slurry/Manure	Annually	%Dry matter, total N, total P, total K	Caherbrack portion of the unit WS2 (overground tank 25) Carrigroe portion of the unit WS4 (tank V) WS5 (lagoon W) WS6 (lagoon X)
Slurry/Manure	Weekly	Available storage capacity	Caherbrack portion of the unit WS1 (tank 24) WS2 (overground tank 25) WS3 (lagoon 27) Carrigroe portion of the unit WS4 (tank V) WS5 (lagoon W) WS6 (lagoon X)

Schedule 3(iv) Buffer Zones for Landspreading of Organic Waste

No organic waste shall be spread within the following buffer zones:

Area	Buffer zone (m)
Sensitive buildings (hospitals, schools and churches)	200
Dwelling houses	100 ^{Note 1}
Karst features	30
Lakes and main river channels	20
Small watercourses ^{Note 2}	10
Public Roads ^{Note 2}	10
Domestic wells ^{Note 2}	50
Public water supplies ^{Note 2 & Note 3}	300 m or 100 days travel time

Note 1: This distance may be decreased with the written consent of the occupier and prior written agreement by the Agency.

Note 2: The above distances to be increased if the gradient is greater than 6% (1:17).

Note 3: The appropriate distance depends on vulnerability and groundwater flow direction.

Schedule 3(v) Code of Practice for Landspreading of Organic Waste ^{Note 1}

Spreading shall not take place:
<ul style="list-style-type: none"> On wet or waterlogged ground On frozen or snow covered ground On exposed bedrock Where surface gradients are excessive (preferably < 18% (1:5)) On fields that display cracks over pipe or mole drainage systems On fields that have been pipe or mole drained or subsoiled over a pipe or mole drainage system in the last 12 months During November to February inclusive except with the agreement of the Agency Outside daylight hours In a manner which would have an adverse effect on a National Monument
Loadings:
<ul style="list-style-type: none"> Regardless of the dilution factor, the maximum hydraulic loading per single application shall not exceed 25 m³ per hectare on shallow limestone soils and in no case shall exceed 50 m³ per hectare. Application of slurry/manure shall not be made on soils with a Morgan's P test in excess of 15 mg P/litre sampled to a depth of 10 cm.
Organic Waste application shall be in accordance with the following guidelines:
<ul style="list-style-type: none"> Landspreading on lands with extreme groundwater vulnerability ratings ^{Note 2} would be considered Not Generally Acceptable. Application shall be made such that the rate of application of nitrogen from organic wastes does not exceed 250 kg N/ha per annum. No application when the risk of causing odour nuisance to the public is greatest e.g. Sundays or public holidays No application during meteorological conditions which increase the risk of odour nuisance. No application where significant rain is forecast within 48 hours

Note 1: This Code of Practice may be amended by the Agency as further environmental information becomes available.

Note 2: As defined in *Groundwater Protection Schemes*, DoELG/EPA/GSI joint publication 1999.

Schedule 4(i) Surface Water Discharge Monitoring

Emission Point Reference No's. as identified in IPC licence application information submitted on 16 March 2000:

SW1 (Storm water outfall at western boundary of Caherbrack portion of the site)
 SW2 (Storm water outfall at south-western boundary of Caherbrack portion of the site)
 SW3 (Storm water outfall at southern boundary of Caherbrack portion of the site)
 SW4 (Storm water outfall at north-eastern boundary of building D on Carrigroe portion of the site)
 SW5 (Storm water outfall at eastern boundary of building F on Carrigroe portion of the site)
 SW6 (Storm water outfall at eastern boundary of building R on Carrigroe portion of the site)
 SW7 (Storm water outfall at eastern boundary of building T on Carrigroe portion of the site)
 SW8 (Storm water outfall at southern boundary of building U on Carrigroe portion of the site)
 SW9 (Storm water outfall at western boundary of building J on Carrigroe portion of the site)

Parameter	Monitoring Frequency	Analysis Method/Technique
Visual Inspection	Weekly	Not Applicable
COD or BOD	Quarterly	Standard Methods

Schedule 4(ii) Ambient Groundwater Monitoring

Monitoring Point Reference No's, as identified in information submitted as part of the Environmental Impact Statement (Appendix C) on 16 March 2000:

AGW1, existing on-site well at Caherbrack portion of unit
 AGW2, proposed up-gradient monitoring well at Carrigroe lagoons
 AGW3, proposed down-gradient well at Carrigroe lagoons
 AGW4, proposed up-gradient well at Caherbrack lagoon
 AGW5, proposed down-gradient well at Caherbrack lagoon

Parameter	Monitoring Frequency	Analysis Method/Technique
Nitrate	Annually	Standard Methods
Total Ammonia	Annually	Standard Methods
Faecal coliforms	Annually	Standard Methods

Schedule 4(iii) Ambient Soil Monitoring

Monitoring Point Reference No's ^{Note 1, 2:}

For all spreadlands utilised in this IPC licence

Conditions	Monitoring Frequency	Analysis Method/Technique
Where no soil test available	Within 12 months of grant of licence	Morgan's P test ^{Note 3}
Where soil test ≤ 10 mg P/litre	Every 2 years	Morgan's P Test
Where soil test > 10 mg P/litre but ≤ 15 mg P/litre	Annually	Morgan's P Test

Note 1: Additional sample monitoring locations may be required if the spreadlands are altered

Note 2: Each sample shall be representative of a maximum area of 4 ha except where uniform cropping and landuse has been in place for the previous 5 years or more. In the latter situation a sample area of 12 ha is acceptable. Each sample shall be taken in accordance with the Teagasc soil sampling guidelines.

Note 3: M Peach & L English (1944) 'Rapid micro-chemical tests'. Soil Science 57: 167.

Schedule 5(i) Recording and Reporting to the Agency

Completed reports shall be submitted to:

The Environmental Protection Agency
P.O. Box 3000
Johnstown Castle Estate
Wexford

or Any other address as may be
specified by the Agency

Reports are required to be forwarded as set out below:

Recurring Reports:

Report	Reporting Frequency	Report Submission Date
Slurry/manure register	Monthly	Ten days after end of the month being reported on.
Available slurry/manure storage capacity	Monthly	Ten days after end of the month being reported on.
Complaints (where they arise)	Monthly	Ten days after end of the month being reported on.
Nutrient Management Plan	Annually	Six months from the date of grant of licence; thereafter as part of the AER.
Annual Environment Report (AER)	Annually	Eighteen months from the date of grant of licence and each calendar year by 1 November thereafter.
Tank and pipeline assessment and inspection programme	Every 5 years	Six months from the date of grant of licence; thereafter as part of the AER.

Annual Environmental Report Content
<ul style="list-style-type: none"> → Details of feed usage on-site → Waste Management Report (arising from Condition 5) including details of the Waste Management Record, Waste Monitoring and Analysis, and Slurry/Manure Register → Nutrient Management Plan → Ambient soil monitoring report → Ambient groundwater monitoring report → Surface water discharge monitoring → Record of water usage - from figures → Tank and pipeline assessment and inspection report (Every five years) → Bund Inspection test (Every five years) → Reported incidents summary → Complaints summary

Once-off Reports:

Report	Report Submission Date
Proposals for slurry separation	Six months from the date of grant of licence
Proposals for septic tank treatment system	Six months from the date of grant of licence

Signed on behalf of the Agency

Padraic Larkin

Director/Authorised person

Dated this day 8th of November 2000.

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