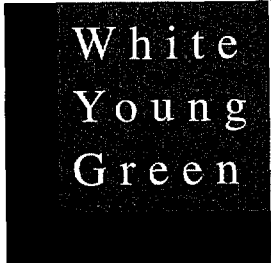
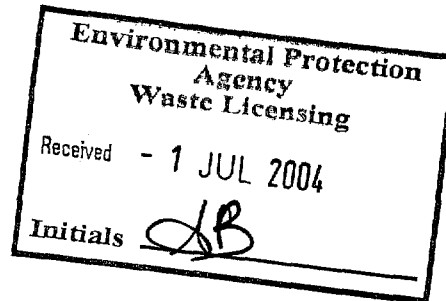


Archive Copy



Environmental

Administration,
Office of Licensing and Guidance,
Environmental Protection Agency,
Headquarters,
PO Box 3000,
Johnstown Castle Estate,
County Wexford



30th June 2004

RE:Waste Licence Register No. 202-1, Seamus Kelly & Sons, Gorey, Co. Wexford

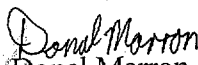
Dear Sir/Madam,

We are writing on behalf of our client, Mr. Seamus Kelly, in relation to your notice of 2/6/04 sent in accordance with Article 14 (2)(b)(ii) of the Waste Management (Licensing) Regulations.

We are pleased to enclose information in response to the data requested by you including an original and five copies.

I hope this meets with your satisfaction and if you have any queries please let me know.

Yours sincerely,
On behalf of S.Kelly & Sons


Donal Marron
Regional Director

L3 Financial Provision

1 Demonstrate your ability to pay all costs associated with the following:

- a) **Normal operating activities on site**
- b) **Accidental discharges/accidents (insurable risks) occurring on site**

Response

- a) A letter from the Company's accountant showing the financial status of the company is enclosed in Appendix 1. This demonstrates that the company is in a financial position to pay the costs associated with normal operating activities on site. The recycling facility will operate by charging customers/clients for collection and recycling of their waste. The charge structures for this service will be designed to take into account the costs associated with providing the service including the costs of running the daily operating activities.
- b) The company have an environmental insurance policy for the recycling facility at Gorey, Co. Wexford. A copy of the policy is enclosed in Appendix 2 of this document. Any accidental discharges or accidents occurring on site will be covered by the policy.

2 Provide a costed closure plan for the facility demonstrating your ability to pay costs associated with site closure and restoration.

Response

The decommissioning and aftercare management plan is detailed in section 3.9 of the EIS. The closure and aftercare operation will primarily consist of thoroughly cleaning the site including power washing and sweeping the floors and walls, desludging all tanks and cleaning out interceptors and bunds if necessary. Any waste waters or waste materials from these operations will be disposed at an appropriately licensed facility.

Any site machinery such as balers, picking line, shredders, trucks, skips, and mobile plant will be sold on the open market. In the event that any of this machinery is not sold then it will be dismantled and recovered/disposed at licensed facilities.

Following closure it is proposed that an environmental monitoring programme be carried out at the site and local environs to confirm that there are no ongoing emissions from the facility. This should comprise two separate monitoring exercises carried out within two months of closure and will primarily include for monitoring of waters and air.

It is assumed that upon closure of the site, the existing site, buildings and plant will be suitable for industrial use and will have a significant re-sale value which will easily cover the costs of the closure and restoration plan.

3 Demonstrate your ability to pay the costs of EPA monitoring charges

Response

Information on the company accounts provided in Appendix 1 enclosed demonstrates the company's ability to pay the EPA monitoring charges. It is expected that any Waste licence that may be issued by the EPA for the facility will include a condition stipulating payment of the EPA monitoring charges on an annual basis. The company intends and will be legally bound to comply with all licence conditions including any condition relating to payment of EPA monitoring charges.

Contingency Measure

In addition to the above, the Company proposes to provide a financial bond to the EPA for the sum of € 20,000 as a contingency measure. The monies can be used, at the discretion of the EPA, to cover costs associated with any of the eventualities listed in items 1, 2 or 3 above should it be necessary. This bond should not be considered as a replacement for any of the financial commitments outlined above but rather as a backup mechanism that demonstrates the applicants ability to satisfy the financial requirements as requested by the EPA.

APPENDIX 1

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APPENDIX 2

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Public Liability Insurance

Contractors' Policy

WHEREAS the Insured named in the Schedule herein (hereinafter called "the Insured") carrying on the Business described therein and no other for the purposes of this Indemnity by a proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to

Allianz Corporate Ireland p.l.c.

(hereinafter called "the Company") for the Indemnity hereinafter contained in respect of accidents occurring during the Period of Indemnity stated in the Schedule and has paid or agreed to pay the Premium as consideration for such Indemnity

THE COMPANY WILL subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of

- (A) Accidental injury to any person
- (B) Accidental loss of or damage to material property

happening within the Territorial Limits during the Period of Indemnity and arising in connection with the Business

PROVIDED THAT the liability of the Company for such damages shall not exceed the Limits of Indemnity as specified in the Schedule

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insureds' personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of the Policy as far as they can apply.

Limits of Indemnity

The liability of the Company under this Policy for all sums payable:-

- (A) in respect of all loss of or damage to material property occurring during any one Period of Indemnity caused by vibration or by the removal or weakening of support or any liability (other than liability for injury) arising in consequence of such loss or damage shall not exceed the sum specified in the schedule as Limit of Indemnity (i)
- (B) to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of all occurrences (including occurrences referred to in (A) above) of a series consequent on or attributable to one source or original cause shall not exceed the sum specified in the schedule as Limit of Indemnity (ii).

Law Costs

In respect of a claim for damages to which the indemnity expressed in this policy applies the Company will in addition indemnify the Insured against:-

- (a) all costs and expenses legally recoverable by any claimant from the Insured
- (b) all costs and expenses incurred with the written consent of the Company

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provision of Section 19 of the Finance Act 1950 as amended.

Signed on behalf of Allianz Corporate Ireland p.l.c.

COPY

Manager

Definitions

For the purpose of this Policy

1. The "Business" shall include –
 - (a) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
 - (b) the provision of emergency first aid and medical services (other than by a qualified medical practitioner) and the provision of ambulance and fire services security services and safety organisations
 - (c) private work undertaken with the prior consent of the Insured by an Employee for a director or Employee of the Insured provided such work is not in pursuit of any trade or business
 - (d) the repair or renovation of property owned or occupied by the Insured
 - (e) the repair or maintenance of vehicles or plant owned by the Insured.
2. The "Insured" shall be deemed to include if the Insured so requests -
 - (a) any director or Employee of the Insured in respect of private work undertaken by the Insureds' Employees for such director or Employee provided such work is undertaken with the prior consent of the Insured
 - (b) any officer committee or member of the Insureds'
 - (i) canteen social sports welfare and safety organisations
 - (ii) ambulance fire and security services
 - (iii) first aid and medical services (other than a qualified medical practitioner)in their respective capacities as such

Notwithstanding the inclusion of more than one Insured the total liability of the Company in respect of any or all Insured shall not exceed the Limits of Indemnity as specified and the Indemnity shall apply in priority to the Insured as specified in the Schedule.

3. "Employee" shall mean
 - (a) any person under a contract of service or apprenticeship with the Insured
 - (b) any person under any training educational or work experience programme
 - (c) any labour master or labour only sub-contractor or any person employed or supplied by them
 - (d) any self-employed person
 - (e) any person hired from any Public Authority Company Firm or Individual
 - (f) any member of the Insureds family or householdwhile engaged in the course of the Business.
4. "Injury" means bodily injury and includes death disease and illness.
5. "Territorial Limits" shall mean the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands, the Isle of Man but in respect of business journeys and participation in exhibitions and trade shows (excluding the supervision or execution of any work or contract) anywhere in the world.
6. "Proposal" shall mean any signed proposal form and declaration of any material information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
7. "Contracts or agreements" shall mean the standard liability and insurance clauses 21(a), 21(c) and 23(b) of the forms of agreements known as
 - (a) Royal Institute of the Architects of Ireland Contract Conditions
 - (b) Government Department and Local Authority Contract Conditions.

Conditions

1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

2. Claims Conditions.

- (a) The Insured shall give notice to the Head or any Branch Office of the Company as soon as possible after the occurrence of any accident with full particulars thereof. Every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy.
- (b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in connection with any claim or proceedings.
- (c) In the event of any person or persons in connection with any accident recovering against the Insured in any legal proceedings an amount exceeding the maximum amount payable hereunder the Insured shall pay the excess and shall also pay such a proportion of the costs and expenses of the proceedings as the excess amount bears to the amount payable hereunder but the Company may in the case of any accident pay to the Insured the maximum amount payable as compensation hereunder (after deduction of any amount or amounts already paid) or any lesser amount for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of any such accident except for the payment of costs and expenses (whether recovered from the Insured by any claimant or incurred with the written consent of the Company) incurred prior to the date of such payment and for which the Company may be responsible hereunder.

3. Other Insurances.

If at the time any claim arises under this Policy there be any other Insurance covering the same risk or any part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

4. Alteration.

If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days give notice in writing to the Company and shall pay such additional premium as the Company may require.

5. Premium Adjustment.

If the premium for this Policy or any renewal thereof has been based or partly based on any estimates furnished by the Insured the Insured during each Period of Indemnity shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Indemnity supply the Company with a correct account of if so requested an audited statement of all such particulars and the premium shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to the Company's right to retain the amount specified in the policy as a minimum premium.

Conditions – *Continued*

6. Statutory Requirements Maintenance And Reasonable Precautions.

The Insured shall at all times exercise reasonable care that only steady and competent employees are employed and shall take all reasonable precautions to prevent accidents and to ensure that all premises ways works plant machinery furniture fittings and appliances are sound and in proper order and fit for the purpose for which they are used and that all Statutory Enactments Bye-Laws or Local Regulations are duly observed and complied with. Upon any defect or danger being brought to his notice the Insured shall forthwith cause such defect or danger to be remedied and in the meantime shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made to any premises after any occurrence covered by this Policy until the Company shall have had an opportunity of making an inspection. The Company shall at all reasonable times have free access to inspect any property.

7. Cancellation Notice

- (a) The Company may cancel this Policy by giving twenty one days notice by registered letter to the Insured at the last address entered in the books of the Company. On expiry of the twenty one days notice the Policy shall be automatically cancelled and the Company shall be discharged from all obligations, on foot of the Policy, to the Insured save for any obligation contained in this clause. After cancellation and subject to adjustment in accordance with Condition 5 where applicable and also subject to the Companys' right to retain any minimum premium specified in the Policy or in any endorsement attaching thereto, the Company shall return to the Insured a proportionate part of the premium for the unexpired Period of Indemnity. The non-exercise by the Company of its right of cancellation in any particular instance shall not amount to a waiver of its right to do so.
- (b) If by agreement with the Company any premium for this Policy is payable by means of any instalment payment plan or finance agreement then in the event of any non-payment of any instalment on or before the due date the Company may cancel this Policy by giving seven days notice by registered letter to the Insured at the last address entered in the books of the Company. On expiry of the seven days notice the Policy shall be automatically cancelled and the Company shall be discharged from all obligations on foot of the Policy to the Insured. Following cancellation the Company shall be entitled to payment of premium proportionate to the Period of Indemnity. The non-exercise by the Company of its right of cancellation in any particular instance shall not amount to a waiver of its right to do so.

8. Arbitration.

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case of disagreement between the Arbitrators to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Misrepresentation.

The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

10. Insurance Act 1936.

In accordance with Section 93 of the Insurance Act, 1936, it is understood and agreed that all monies which become or may become due and payable by the Company under this Policy shall be payable and paid in Ireland.

Exceptions

The Indemnity expressed in this Policy shall not apply to or include

- (1) (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (2) (a) liability for any claim in respect of loss of or damage to property against which the Insured is required to effect insurance under the terms of clause 21.2.1. of the J.C.T. Contract Conditions 1980 edition or under the terms of any other contract or agreement requiring insurance of a like kind
 - (b) liability assumed by the Insured by agreement other than by Contracts or Agreements as defined unless such liability would have attached to the Insured notwithstanding such agreement
 - (c) liability to pay any penalty under contract or any sum payable by way of damages for breach of contract
- (3) liability in respect of injury to any Employee arising out of and in the course of his employment with the Insured
- (4) liability in respect of loss of or damage to
 - (a) property belonging to the Insured or any member of the Insured's family or household
 - (b) property held in trust by or in the custody or control of the Insured or of any member of the Insured's family or household or of any Employee or agent of the Insured other than
 - (i) the personal effects of the Insured's Employees
 - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of cleaning maintenance alteration or repair
 - (iii) buildings leased or rented by the Insured and caused other than by fire or explosion but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement
 - (iv) visitors property whilst temporarily on or about the premises other than for repair testing servicing maintenance alteration cleaning or inspection or being stored for a fee or other consideration
- (5) the excess being the sum stated in the Schedule for which the Insured is responsible in respect of each and every occurrence of property damage
- (6) liability for loss of or damage to or the costs of removal repair alteration replacement or reinstatement of any

<ol style="list-style-type: none"> (i) product supplied (ii) structure erected (iii) contract work executed 	}	by or on behalf of the Insured
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caused or necessitated by any defect therein or the unsuitability thereof for its intended purposes
- (7) liability in respect of injury or loss or damage caused by or in connection with or arising from
 - (a) the ownership or possession or use by or on behalf of the Insured of any vehicle which is
 - (i) used in circumstances to which the Road Traffic Acts apply
 - (ii) Insured for the benefit of the Insured under any form of Motor Insurance Policy

The policy shall indemnify the Insured in respect of liability arising in connection with the bringing of a load to or the removal of a load from any vehicle beyond the limits of a public place as defined in the Road Traffic Acts or amending statute
 - (b) the ownership or possession or use by or on behalf of the Insured of any water or airborne vessel or craft
 - (c) any passenger lift passenger elevator or passenger escalator other than any passenger lift passenger elevator or passenger escalator incorporated by the Insured into the work being executed by the Insured
 - (d) design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or by any Employee or agent of the Insured
 - (e) the explosion of any steam boiler or any steam pressure vessel other than any steam boiler or any steam pressure vessel incorporated by the Insured into the work being executed by the Insured
- ✗ (8) liability in respect of loss injury or damage caused by or in connection with or arising from seepage pollution or contamination of atmosphere land water or any property whatsoever unless caused by a sudden unintended unexpected and accidental occurrence during any period of indemnity

PROVIDED that the maximum liability of the Company under this Policy in respect of all loss or damage arising from any such sudden unintended unexpected and accidental occurrence during that Period of Indemnity and or any subsequent Period of Indemnity shall not exceed the Limit of Indemnity which applied on the date of the sudden unintended unexpected and accidental occurrence
- (9) liability for any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection or Military or Usurped Power

Memoranda

NAKED FLAME WARRANTY

It is a condition precedent to any liability under this policy that in respect of the use of electric oxy-acetylene or similar welding or cutting plant or blow lamps or blow torches away from the Insured's premises the Insured shall ensure that the undernoted precautions are complied with on each occasion

- (1) the area in which the operation is to be carried out must be segregated by the use of non-combustible curtains or sheets and/or screens
- (2) such segregated area must be adequately cleaned and freed from combustible materials before operations commence
- (3) combustible floors within the segregated area must be liberally coated with sand or protected with over-lapping sheets of non-combustible material
- (4) other combustible constructions within the segregated area must be protected by non-combustible curtains or sheets
- (5) portable fire extinguishing appliances must be kept available for immediate use at the scene of operations
- (6) in addition to the men engaged on the work the Insured shall appoint a competent person to act as a fire watcher for the period of operations
- (7) before applying heat to metal work built into or projecting through walls or partitions an examination must be made to confirm that the other end of the metal is not in hazardous proximity to combustible material
- (8) the stub ends of welding rods must be disposed of so that they do not come into contact with combustible material
- (9) where work involves the use of blow torches or blow lamps such blow torches or blow lamps be :-
 - (a) filled only in the open
 - (b) lighted immediately before use and extinguished immediately after use
 - (c) not left unattended when lit
- (10) a thorough examination be made in the area in which the work has been undertaken during a period of one hour after the termination of each period of work.

INDEMNITY TO PRINCIPALS

It is noted and agreed that in respect of Contracts or Agreements as defined entered into by the Insured with any Public Authority Company Firm or Person (hereinafter called the "Principal(s)") under which the Insured is required to indemnify such Principal the Company will indemnify -

- (A) The Insured in respect of liability assumed by the Insured under such Contracts or Agreements but only in respect of accidental injury to or illness of any person and/or accidental loss of or damage to material property as within defined
- (B) The Principal in like manner to the Insured provided that
 - (i) the Principal(s) are not entitled to indemnity under any other Policy
 - (ii) the Principal(s) shall as though he/they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy insofar as they can apply
 - (iii) this Memorandum shall not apply to any greater extent than the indemnity given by the Insured necessitates
 - (iv) the Company shall have the full conduct and control of all claims in respect of which indemnity is provided by this Memorandum
 - (v) the limit of the Company's liability as stated in the Limits of Indemnity shall not be increased by anything contained in this Memorandum and the indemnity shall apply in priority to the Insured.

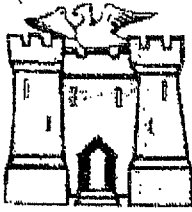
JOINT INSURED/CROSS LIABILITIES CLAUSE

For the purpose of this Policy each of the parties comprising "the Insured" shall be considered a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which the Company may have or acquire against either of the aforesaid parties arising out of an accident in respect of which a claim is made hereunder

Provided that this Policy shall not apply to or include

- (1) liability in respect of loss of or damage to property belonging to any of the parties comprising "the Insured" under this Policy
- (2) liability in respect of injury or disease to any employee of the parties comprising "the Insured" under this Policy

Notwithstanding the inclusion herein of more than one Insured the total liability of the Company in respect of any or all Insureds shall not exceed the Limits of Indemnity incorporated in this Policy.



EST. 1945

Creane & Creane Ltd.

INSURANCE BROKERS

23/24 Main Street, Enniscorthy, Co. Wexford, Ireland.

Tel. (054) 43100

Fax (054) 33804

Motor Queries: (054) 43110

E-mail: info@creaneandcreane.ie

Web: www.creaneandcreane.ie

Our Ref: **KELS01003/MJM/SM.**

Date: **28/06/04**

TO WHOM IT MAY CONCERN.

**RE: PUBLIC LIABILITY KYPL1316981- SEAMUS KELLY & SONS,
COURTNACUDDY, ENNISCORTHY.**

We refer to the above Policy which fell due for renewal on the 27th of February, 2004 and confirm that this policy has been renewed for the coming 12 months. The limit of indemnity cover under this policy amounts to €6,400,000 million.

Signed

Stephen Mahon

Dated

28-6-04

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MEMBER



Directors: A. Creane, P.J. Mahon and M.J. Mahon (Managing)

Reg. No 24755.

Creane & Creane Ltd., is Regulated by The Central Bank of Ireland as an Authorised Advisor.

**Non Technical Summary
Revision 1**

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Attachment A - Non Technical Summary (Revision 1)

As required by Article 12 (1) (q) of the Waste Management (Licensing) Regulations, 2000 a non technical summary is provided below which contains information on the matters listed in article 12(1)(e) to (p).

A.1 Nature of the Facility

This section relates to Article 12(1)(e)

Seamus Kelly & Sons (SK&S) operates a waste management centre at Gorey Business Park, Ramstown, Gorey, Co. Wexford. The facility is primarily used as a recycling centre for construction and demolition waste, commercial and industrial waste and household waste.

In response to a marked demand for recycling services in the south-eastern waste management region, the Company intends to expand the existing facility to allow for an increase in the volumes of waste handled and recycled at the facility. A waste licence is required to allow the expansion of the waste management centre and this environmental impact statement (EIS) will accompany SK&S application for the licence review.

The facility currently handles household, commercial, industrial, and construction and demolition waste as described above. All wastes handled are non-hazardous in nature. Recycling at the facility comprises recovery of paper, wood, cardboard, metal, plastic and construction and demolition materials. There is one picking lines for the recovery of construction and demolition waste. This picking line can also be used for the recovery of other waste types. Any non-recyclable waste is bulked up on the premises and transferred to licensed landfill sites in covered trailers. SK&S also provide a service for the collection of dry recyclables from householders and the Company hopes to expand this service in the region.

The existing facility consists of one main building dedicated to waste handling which also houses the office areas, canteen and changing rooms. The site also contains a weighbridge, a weighbridge cabin, toilets, vehicle wash bay, recycled materials storage bays and a fuel storage area.

The facility currently to handles approximately 16,500 tonnes per annum. The opening hours at the facility are from 8.00a.m. to 5.00 p.m. Monday to Friday and 8.00a.m. to 1:00p.m. on Saturdays. It is proposed to extend the opening hours to 7:30am to 6:30pm Monday to Friday and from 8:00am to 2:00pm on Saturdays. This Waste Licence Application includes a proposal to increase the current licensed tonnage to 30,000 tonnes per annum over five years. The proposed changes to the facility include a proposal to construct a new building which will cover the entire site ensuring all activities take place indoors.

The Banoge River to the east of the site which drains into a tributary of this river. The site is located within 1km of the N11 Dublin to Rosslare road. Surrounding activity is primarily industrial, with mixed agriculture and some residential developments.

The facility design, operation and management is fully described at Section 3 of the Main Text of the EIS that accompanies this Waste Licence Application, and on Figures and Drawings that are enclosed.

A.2 Classes of Activity

This section relates to Article 12(1)(f)

In accordance with the Third and Fourth Schedules of the Waste Management Act, 1996 (WMA, 1996) the following classes of activity will be carried out on the site:

Third Schedule-Waste Disposal Activities

11. *Blending or Mixture prior to submission to any activity referred to in this (Third) Schedule.*
12. *Repackaging prior to submission to any activity referred to in a preceding paragraph of this Schedule.*
13. *Storage prior to submission to any activity referred to in this (Third) Schedule, other than temporary storage, pending collection, on the premises where the waste concerned is produced.*

Fourth Schedule-Waste Recovery Activities

2. *Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological transformation processes).*
3. *Recycling or reclamation of metals and metal compounds.*
4. *Recycling or reclamation of other inorganic materials.*
11. *Use of waste obtained from any activity referred to in a preceding paragraph of this Schedule.*
12. *Exchange of waste for submission to any activity referred to in a preceding paragraph of this Schedule.*

13. *Storage of waste intended for submission to any activity referred to in a preceding paragraph of this (Fourth) Schedule, other than temporary storage, pending collection, on the premises where the such waste is produced.*

A.3 Quantity and Nature of the Waste to be Disposed

This section relates to Article 12(1)(g)

The SK&S facility handles commercial, construction and demolition, industrial and household wastes. The Company handles 16,500 tonnes per annum of non-hazardous waste. It is proposed to increase the amount of waste handled to 30,000. It is expected to recycle approximately 50% of this material.

A.4 Raw and Ancillary Materials, Substances, Preparations used on the Site

This section relates to Article 12(1)(h)

The main raw materials used on site are diesel, well water and electricity. Minor amounts of engine oil and hydraulic oil are used in the day-to-day operation of the facility. The quantities are provided in Section 3.5.7 of the EIS.

A.5 Plant Operating Procedures

This section relates to Article 12(1)(i)

The facility is currently operates from 8:00 am to 5.00 pm Monday to Friday and from 8:00am to 12:30pm on Saturday. The Company employs a total of 35 full time staff. Plant currently used at the facility includes 1 (No.) trommel, 1 (No.) front end loaders, 1 (No.) timber shredder, 1 (No.) forklift, 1 (No.) picking station, 1 (No.) shredder, 1 (No.) cardboard baler. It is proposed to purchase 1 (No.) new telehandler with claw and 1 (No.) excavator.

Waste processing operations on site are currently carried out in the existing waste recycling building. Skip waste from commercial premises and construction and demolition sites is segregated on the floor of processing yard and processed on the picking line. Metal and wood are extracted for recycling and stored in the recycling bays in the yard area. Cardboard is segregated and baled for transfer to markets. Residual waste is sent to landfill.

The Company will agree all processes and engineering works in advance with the EPA.

The site will be operated and monitored in accordance with conditions issued by the EPA and specified in the Waste Licence. Regular environmental monitoring will be carried out and an annual status report will be prepared and submitted to the EPA.

A.6 Emissions

This section relates to Article 12(1)(k)

The potential emissions from the facility are divided into emissions to air, groundwater, surface water and noise emissions.

Emissions to Air

See Section 3.7.1 of the EIS

Emissions to Groundwater

See Section 3.7.2 of the EIS

Emissions to Surface Water

See Section 3.7.3 of the EIS

Noise Emissions

See Section 3.7.4 of the EIS

A.7 Assessment of the Effects of Emissions on the Environment

This section relates to Article 12(1)(l)

The impacts on groundwater and surface water from effluent discharge and future noise impacts were seen as potential negative effects of the development and mitigation measures for each of these issues are proposed. It is predicted that there will be no significant adverse effects from the development after mitigation measures are in place.

A.8 Information related to Section 40(4) (a) to (d) of the WMA, 1996

This section relates to Article 12(1)(j)

A.8.1 Compliance with Emissions

Dust

There are no National or EU standards for dust deposition. By law the plant will be required to be in compliance with Air Pollution Act, 1987. The dust levels measured at the site were elevated when

compared to the EPA recommendation of 350 mg/m²/day, however, high dust levels were attributed to earth movement works taking place off-site and not associated with the SK&S facility. Dust emissions are not expected to pose a problem at the upgraded facility as the entire site will be roofed-in thereby preventing the escape of any dust.

Odours

Odours from the site have not been a problem in the past. For this reason it is not considered necessary to monitor odours at the site. There are no National or EU standards for odour emissions. In the event of receiving complaints from neighbouring premises with regard to odours, details will be taken on a complain form and appropriate remedial action will be taken to reduce odour emissions and this action will have regard to the principles of BATNEEC.

Noise

There are no legal limits currently in place for noise emissions from industry. The EPA have set a day-time guideline for LAeq of 55 dB(A) at sensitive locations. Mitigation measures for such negative impacts of the development are proposed.

Water

The risk to the groundwater posed by the activities at the site are considered insignificant and no groundwater monitoring is proposed.

A.8.2 Environmental Pollution

The design and operating practices that ensures that environmental pollution is avoided are listed below.

Risk to Waters is avoided by:

- All hydrocarbon tanks are and will be bunded.
- Only clean roof water will discharge to the surface water drains.
- Non-inert waste materials are, and will be, handled in a covered building with concrete floors.
- All hardstandings are, and will be, concreted.
- All foul water will be contained in underground storage tanks.

Risk to the Atmosphere is avoided by:

- The retention time of waste at the site is insufficient to allow formation of decomposition gases.

Risk to Land, Soil, Plants or Animals is avoided by:

- Risk to land and soil beneath the site is avoided by the same controls that avoid risk to Waters as described above.
- Risk to plants and animals is avoided by location of the development removed from areas of special ecological importance. The flora and fauna in the vicinity of the site are not considered sensitive to the site activities.

Nuisance through Noise, Odours or Litter is avoided by:

- All wastes will be handled in a contained building and all vehicles carrying these wastes are and will continue to be covered.
- Daily litter patrols are, and will be, carried out at the site.

These pollution control measures will also have the effect of reducing the nuisance of dust emissions from the site.

Adverse effects on the country side or places of interest are avoided by:

- Operating the site with adequate environmental controls.

A.8.3 - Best Available Technology not Entailing Excessive Costs (BATNEEC)

With respect to the SK&S facility the principal of employing BATNEEC is being applied in respect to emissions as follows.

SK&S has, and will, employ modern management practices and continue to commit financial resources in order to control all nuisance emissions and ensure protection of the environment. The existing modern management practices include transporting waste within covered vehicles, regularly cleaning site surfaces and regularly patrolling for litter.

The existing and proposed equipment on site such as picking lines, shredder, loading shovels, baler, compactor and weighbridge are examples of the best available technology for such facilities.

Specialist consultants have and will also be retained as required to monitor potential nuisances and all relevant environmental media set out by the EPA. The consultants will inform the company on a regular basis of improvements in pollution abatement or other relevant technology. The costs of the facility and adhering to the modern management practices are paid for out of SK&S's annual revenues or short term bank loans.

A.8.4 Fit and Proper Person

As stated in Section L.1, no employee of SK&S has been convicted of an offence under the Waste Management Act 1996.

As outlined in Section L.2, the Managing Director has 20 years experience in the waste business.

A copy of the environmental insurance policy for the site at Gorey and a letter from the Company's accountant are provided in the response to the Article 14 notice from the EPA. These demonstrate that the company is in a sound financial position to pay the costs associated with the following: (i) normal operating activities on site, (ii) costs associated with the closure plan for the facility, (iii) the costs of EPA monitoring charges and (iv) the cost of accidental discharges/accidents occurring on site (insurance policy).

In addition, SK&S propose to provide a financial bond to the EPA for the sum of € 20,000 which can be used at the discretion of the EPA to cover costs associated with any of the eventualities listed above.

It should be noted that the recycling facility will operate by charging customers/clients for collection and recycling of their waste. The charging structures for this service will be designed to take into account all costs associated with running the facility including those listed above.

A.9 Monitoring and Sampling Points

This section relates to Article 12(1)(m)

The proposed monitoring is as follows :

Dust	-three times a year (twice in Summer and once in Winter)
Noise	-annually
Surface Water Discharge	-quarterly
Foul Water Discharge	-one load in four

A.10 Off-site Treatment or Disposal of Wastes

This section relates to Article 12(1)(n)

The destination of wastes currently leaving the facility are outlined in Section 1.7.2 of the EIS. All residual wastes that cannot be recycled are disposed of at licensed landfill sites.

A.11 Emergency Procedures to prevent Unexpected Emissions

This section relates to Article 12(1)(o)

In the event of unexpected contaminated water emissions, the surface water discharge pipes will be cut off with shut-off valves.

Additional measures outlining procedures to be taken in the event of emergencies are outlined in Section 3.10 of the EIS.

A.12 Closure, Restoration and Aftercare of the Site

This section relates to article 12(l)(p)

Operations at the facility are ongoing with an open ended life span and to date a closure plan has not been developed. In the event of the closure of the facility a closure plan will be developed as outlined in Attachment G.1 (and in Section 3.9 of the EIS).

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