

**ATTACHMENT B – APPLICANT DETAILS****Attachment B 1      Company Information**

The following information is attached for reference by the Agency

(a) A copy of the Certificate of Incorporation For Carbury Compost Ltd.

(b) The company's registration number is 113591 (copy attached)

(c) The Company Director and Management team as follows:

R.C. Wilson - Director

J. Stanley – Director

Philip Wilson – Compost Division Manager

Please refer to Table C1 of the Waste Licence Attachments for further details on the company's directors and staff.

Carbury Mushrooms is the product of three previous mushroom composting companies based within Carbury, Co. Kildare which were bought out in 1986 to form two new companies: Carbury Mushrooms Ltd. (which made compost and grew mushrooms) and Carbury Park Mushrooms Ltd (which marketed mushrooms only). In 2004 Carbury Mushrooms Ltd and all its subsidiaries merged with Monaghan Middlebrook Mushrooms Ltd. Carbury Compost Ltd. remains as a separate compost producing company within the Monaghan group.

The existing facility utilises horse manure, poultry litter, gypsum, water and straw to produce compost exclusively for the mushroom growing industry. The site at present is composed of two main operations, the composting operation and the a separate mushroom growing facility

Number

113591

DUPLICATE FOR THE FILE

# Certificate of Incorporation

on change of name

I hereby certify that

**CARBURY MUSHROOMS LIMITED**

having, by a Special Resolution of the Company,  
and with the approval of the Minister for Enterprise,  
Trade and Employment, changed its name, is now  
incorporated as a limited company under the name

**CARBURY COMPOST LIMITED**

and I have entered such name on the Register accordingly.

Given under my hand at Dublin, this  
**Monday, the 10th day of January, 2000**

*M. Reilly*  
for Registrar of Companies

Certificate handed to ~~posted to~~ <sup>presented to</sup> *Messrs Matheson Ormsby Prentice*  
*30 Herbert Street*  
*Dublin 2*

Signed: *Matheson Ormsby Prentice*

Date: *14/1/00*

*\*Delete as appropriate*

COMPANIES ACTS 1963 TO 2001

---

COMPANY LIMITED BY SHARES

---

MEMORANDUM OF ASSOCIATION

OF

CARBURY COMPOST LIMITED

(as amended by Special Resolution passed on 22 November 2000)

1. The name of the Company is Carbury Compost Limited.
2. The objects for which the Company is established are:
  - (a) To carry on business as merchants, traders, importers, exporters, manufacturers, designers, retailers, wholesalers, dealers and agents in Ireland and elsewhere.
  - (b) To carry on business as builders and contractors for construction and demolition work of any kind, hauliers and haulage contractors, carriers, farmers, agricultural contractors, electrical, electronic and general engineers, hotel, restaurant and cafe proprietors, and to provide services and to act as consultants in relation to any of the foregoing.
  - (c) 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 whether in connection with the above or otherwise or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
  - (d) To subscribe for, take, purchase or otherwise acquire and hold shares, stocks, debentures, bonds, obligations and securities issued or guaranteed by any public or private company, corporation, or undertaking of whatever nature and wherever situated or carrying on business and shares, stocks, debentures bonds, obligations and other securities of the Republic of Ireland or any foreign government, or authority, supreme, municipal, local or otherwise whether at home or abroad and generally to carry on business as an investment or holding company.
  - (e) To acquire any such securities or investments as aforesaid by public offer, original subscription, tender, syndicate participation, purchase, exchange or otherwise, and whether or not fully paid up, and to make payments thereon as called up, or in advance of calls, or otherwise to acquire any such securities or investments in excess of the moneys or the time being proposed to be invested and to hold, sell or otherwise dispose of any excess thereof, to subscribe for the same either conditionally or otherwise, and generally to sell, exchange or otherwise to dispose of, deal with or turn to account any of the assets of the Company or any securities or investments of the Company acquired, or agreed so to be, and to invest in or to acquire by repurchase or otherwise any securities or investments of the kind before enumerated, and to vary the securities and investments at the Company from time to time.

- (f) To acquire by purchase, exchange, lease, fee farm grant or otherwise either for an estate in fee simple or for any lesser estate or other estate or interest whether immediate or reversionary, and whether vested or contingent, any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or incumbrances, and to hold, farm, work, manage, sell, let, alienate, mortgage or charge any lands, tenements or hereditaments or any estates or Interests therein, and any reversions, interests, annuities, life policies, and any other property, real or personal, movable or immovable either absolutely or conditionally, and either subject or not to any mortgage, charge, annuity, ground rent or other rent or incumbrance and generally to purchase taken on lease or in exchange or otherwise acquire any real or personal property of any nature, including choses in action and any rights or privileges of any nature.
- (g) To develop and turn to account any lands, tenements or hereditaments acquired by the Company or in which the Company is interested, and in particular by farming, work, laying out or preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings of any kind and by planting, graining, farming, cultivating, letting on building lease or building agreement or otherwise, and by advancing money to and entering into contracts and arrangements of all kinds with builders, contractors, tenants and others.
- (h) To lend money to such persons or companies either with or without security and upon such terms as may seem expedient and to guarantee the terms and provisions of any contracts or other obligations by any persons or companies and generally to give guarantees and indemnities for the obligations of any parties including the Company and whether or not the Company shall receive any consideration or other benefit for the same.
- (i) To borrow or raise money or secure the payment of money on such terms and conditions in all respects as the Directors shall think fit, and in particular by the Issue of debentures or debenture stock perpetual or otherwise, or by mortgage, charge, or lien upon the whole or any part of the Company's undertaking property or assets, including its uncalled capital and by a similar mortgage, charge or lien to secure the obligations at the Company under any guarantee, indemnity, counter-indemnity, negotiable Instrument or other security Instrument issued or given by the Company.
- (j) To guarantee support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) and uncalled capital of the Company or by both such methods the performance of the obligations of, and the repayment or payment of the principal amounts of and premiums interest and dividends on any security of any person firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary as defined by Section 155 of the Companies Act 1963 or another subsidiary as defined by the said Section of the Company's holding company or otherwise associated with the Company in business.
- (k) To establish and carry on and to promote the establishment and carrying on upon any property in which the Company has any interest of any business which may be conveniently carried on upon or in connection with such property and the establishment of which may seem calculated to enhance the value of the Company's interest in such property and to facilitate the disposal thereof.
- (l) To acquire and undertake the whole or any part of the undertaking business, property and liabilities of any person or company carrying on any business which the Company

is authorised to carry on or which is capable of being conducted so as to benefit the Company directly or indirectly or which is possessed of assets suitable for the purposes of the Company.

- (m) To amalgamate with merge with or otherwise became part of or associated with any other company or association in any manner permitted by law.
- (n) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, trade marks, industrial designs, know-how, concessions and other forms of intellectual property rights and the like conferring any exclusive or non-exclusive or limited or contingent rights to use, or any secret or other information as to any invention or process of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (o) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (p) To enter into any arrangement with any Government or authority supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
- (q) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time Directors or Officers of the Company or of any such other company, as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any other such company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable, benevolent or political objects including the promotion of the arts and cultural artistic and literary matters generally or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company or other person as aforesaid.
- (r) To promote any company or companies for the purpose of acquiring all or any of the assets and/or liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (s) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the



Company, or in or about the formation or promotion of the Company or the conduct of its business.

- (t) As an object of the Company and as a pursuit in itself or otherwise, and whether for the purpose of making a profit or avoiding a loss or for any other purpose whatsoever, to engage in currency exchange and interest rate and commodity transactions and any other financial or other transactions of whatever nature, including (without limiting the foregoing) any transaction for the purposes of, or capable of being for the purposes of, avoiding, reducing, minimising, hedging against or otherwise managing the risk of any loss, cost, expense, or liability arising, or which may arise, directly, or indirectly from a change or changes in any interest rate or currency exchange rate or in the price or value of any property, asset, commodity, index or liability or from any other risk or factor affecting the Company's business, including but not limited to dealings, whether involving purchases, sales or otherwise, in foreign and Irish currency, spot and forward exchange rate contracts, forward rate agreements, caps, floors and collars, futures, options, swaps and any other currency, interest rate, commodity and other hedging arrangements and such other instruments as are similar to, or derivatives of, any of the foregoing.
- (u) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures, letters of credit and other negotiable or transferable instruments.
- (v) To undertake and execute any trusts, the undertaking whereof may seem desirable whether either gratuitously or otherwise.
- (w) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects in whole or in part similar to those of this Company.
- (x) To adopt such means of making known the products and business of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, donations and other forms of sponsorship.
- (y) To obtain any provisional Order or Act of the Oireachtas or any licence certificate 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 applications or intended legislation or regulation which may seem calculated directly or indirectly to prejudice the Company's interests.
- (z) To procure the Company to be established, registered or recognised in any country or place.
- (aa) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of, or interference with, the Company's or any other trade or business, or providing or safe-guarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interests of the Company or its employees, and to subscribe to any association or fund for any such purposes.

- (bb) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (cc) To distribute any of the property of the Company in specie among the members.
- (dd) To do all such other things as the Company may think incidental or conducive to the attainment of the above objects or any of them.

Note: It is hereby declared that the word 'company' in this clause (except where it refers to this Company) shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or resident in the Republic of Ireland or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be in no wise limited or restricted by reference to, or interference from, the terms of any other paragraph.

3. The liability of the members is limited.

4. The share capital of the Company is £1,120,000 divided into 375,000 Ordinary Shares of £1.00 each, 550,000 Redeemable Preference Shares of £1.00 each and 195,000 Redeemable Shares of £1.00 each with power for the Company to increase such capital, and to issue or divide the shares in the capital whether original or increased in or into several classes and to attach thereto respectively any preference, priority or special privilege or to make the same subject to any postponement of rights, or to any conditions or instructions.

For inspection purposes only  
Consent of copyright owner required for any other use

COMPANIES ACTS 1963 TO 2001

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION  
OF  
CARBURY COMPOST LIMITED

PRELIMINARY

1. Subject to the modifications hereinafter expressed and the Articles hereinafter contained, the Regulations contained in Part II of Table "A" in the First Schedule to the Companies Act 1963 (hereinafter called "Table A") shall apply to this Company, provided always that if there shall be any conflict between Table A and the Articles, the Articles shall prevail.

ALLOTMENT OF SHARES

2. The directors are generally and unconditionally authorised to exercise from time to time all powers of the Company to allot relevant securities (as such expression is defined in Section 20 of the Companies (Amendment) Act 1983) up to a maximum aggregate of the number of unissued shares from time to time in the capital of the Company (whether forming part of the existing or any increased capital of the Company) but this authority shall not extend beyond such date as shall be five years from the 27th day of March, 1995 provided always that the directors shall have power, notwithstanding that the date aforesaid shall have expired, to allot relevant securities in pursuance of an offer or agreement made before the expiry of such date as aforesaid as if the authority conferred hereby had not expired, and the Directors are hereby further empowered to make allotments of equity securities (as such expression is defined in Section 23(13) of the Companies (Amendment) Act 1983) as if Section 23(1) of the Companies (Amendment) Act 1983 did not apply to any such allotment.

SHARE CAPITAL AND TRANSFER OF SHARES

3.
  - (a) All unissued shares with the exception of the Redeemable Shares in the capital of the Company and all new shares of whatever kind shall, on issue, be offered to the members in proportion, as nearly as possible, to the nominal value of the existing shares held by them on the basis that such new or unissued shares offered to members as aforesaid shall to the extent taken-up have such rights attaching thereto and (if the Issued capital of the Company is divided into different classes of shares) shall be of the same class as and pro rata to the shares respectively held by them. Any such offer shall be open for acceptance for not less than fourteen days from the date of despatch. Any shares not accepted in the said period shall be offered to such of the remaining members as shall have taken up their entitlement, such offer to be in the proportions



aforesaid and the shares so offered to the extent accepted shall have the same rights attaching thereto and being of the same class as the existing shares respectively held by such members and so on until all the shares on offer shall have been accepted by members or there is no member willing to accept the same. Any such offer as aforesaid shall be open for acceptance for not less than fourteen (14) days from the date of despatch. Subject to the Companies (Amendment) Act, 1983 the remaining shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of the same to such persons at such times as they think fit on terms not more favourable to the offeree(s) than in the offer. In the first instance to the members. Regulation 5 of Table A Part I shall be modified accordingly.

- (b) Notwithstanding the provisions of Articles 3(a) above, the holders of the Redeemable Shares shall not be entitled to any pre-emption rights in respect of any unissued or new shares.

4.

- (a) Subject as provided in Article 4 hereof, every member save for the holders of the Redeemable Shares and the Redeemable Preference Shares (or other person entitled to transfer the same) who desires to transfer any shares in the Company (hereinafter called a "Proposing Transferor") shall give notice in writing (hereinafter called a "Transfer Notice") to the Directors of such desire.

The Transfer Notice shall specify the number of shares offered and shall constitute the Directors the agents of the Proposing Transferor for the sale of the shares at the price (hereinafter called the "Sale Price") stipulated in the Transfer Notice by the Proposing Transferor, or, if so required by the Directors, at such price as a firm of chartered accountants appointed by the Proposing Transferor and the Directors (or, failing agreement on such appointment, such firm as shall be appointed by the President for the time being of the Institute of Chartered Accountants in Ireland) shall certify in writing to be in their opinion the fair selling value thereof as between a willing vendor and a willing purchaser (in so certifying the said accountants shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Acts 1954 to 1980 and any statutory modification or re-enactment thereof for the time being in force shall not apply). A Transfer Notice may be withdrawn by the Proposing Transferor by notice in writing to the Directors within seven days after notice has been served on him of the price certified by the said accountants as aforesaid but may not otherwise be withdrawn except with the consent of the Directors. The remuneration of such accountants shall be paid by the Company.

- (b) Upon the Sale Price being fixed as aforesaid and provided that the Transfer Notice shall not have been withdrawn as provided in Clause (a) the Directors shall forthwith give to the members (other than the Proposing Transferor the holders of the Redeemable Preference Shares and the holders of the Redeemable Shares) notice in writing stating the number and Sale Price of the shares to be sold and inviting each of them to state in writing within twenty-one days from the date of the notice whether he wishes to purchase any and if so what maximum number of the said shares.
- (c) If at the expiration of the said period of twenty one days the total number of shares which the members (other than the Proposing Transferor, the holders of the Redeemable Preference Shares and the holders of the Redeemable Shares) have expressed their desire to purchase shall be less than the number of shares comprised in the Transfer Notice, the Directors may offer the balance to any other person whom the Directors at their sole discretion may decide to admit to membership and who is willing to purchase the same at the Sale Price.

- (d) Within seven days of the expiration of the said period of twenty-one days the Directors shall (subject to paragraph (g) of this Article) allocate the said shares to the member or members (other than the Proposing Transferor the holders of the Redeemable Preference shares and the holders of the Redeemable Shares) who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as practicable pro rata according to the number of shares held by them respectively. No member shall be obliged to take more than the maximum number of shares which he has expressed himself willing to purchase as aforesaid. Any shares comprised in the Transfer Notice and not allocated as aforesaid may (subject to paragraph (g) of this Article) be allocated by the Directors to any other person mentioned in paragraph (c) of this Article.
- (e) Upon such allocations being made the Proposing Transferor shall (subject as aforesaid) be bound upon payment of the Sale Price to transfer the shares so sold to the purchaser or purchasers.
- (f) If in any case the Proposing Transferor, after having become bound to transfer any shares as aforesaid, makes default in so doing, the Directors may receive the purchase money and may appoint one of their number on behalf of and in the name of the Proposing Transferor to execute instruments of transfer of such shares in favour of the purchasers, and shall thereupon cause the names of the purchasers to be entered in the Register as the holders of the shares and shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasers, and after their names have been entered in the Register in exercise of the aforesaid power, the validity of the said transaction shall not be questioned by any person and neither the Company nor the Director executing such instrument of transfer shall have or be under any liability to the Proposing Transferor as a result thereof.
- (g) In the event of the whole of the shares comprised in a Transfer Notice not being sold under the preceding provisions of this Article within seven days of the expiration of the said period of twenty one days, the Proposing Transferor shall be under no obligation to sell any of the shares comprised in such Transfer Notice to any member or other person as aforesaid who may have expressed their willingness to purchase the same and may at any time within three calendar months commencing on the expiration of the latter said period of seven days transfer any of the shares comprised in the Transfer Notice to any person and at any price not being less than the Sale Price.
- (h) If a member or other person entitled to transfer the same other than the holders of the Redeemable Preference Shares or the holders of the Redeemable Shares at any time attempts to deal with or dispose of any shares in the Company otherwise than in accordance with the foregoing provisions of this Article or in the case of a corporate member if such member shall enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purpose of and followed by a reconstruction or amalgamation) he shall be deemed immediately prior to such attempt or commencement of liquidation as the case may be to have served the Company with a Transfer Notice in respect of all the shares registered in the name of such member and the provisions of this Article shall thereupon apply to such shares and such Transfer Notice shall be deemed to have been served on the date on which the Directors shall receive actual notice of such attempt or commencement of liquidation.
- (i) With the consent in writing of all the members other than the holders of the Redeemable Preference Shares or the holders of the Redeemable Shares for the time being or, in the event of the share capital being divided into several classes, with the

consent in writing of all the members for the time being holding shares of the class intended to be transferred the provisions of this Article may be waived or otherwise modified in whole or in part in any particular case.

5. Any share may be transferred at any time by a member to his father or mother or to any lineal descendant of such father or mother, or to the wife or husband of such member; and any share of a deceased member may be transferred by his executors or administrators to the widow or widower or any such relative as aforesaid of such deceased member, being a cestui que trust or specific legatee thereof, and shares standing in the name of any deceased member may be transferred to or placed in the names of the executors or trustees of his will, and upon any change of trustees may be transferred to the trustees for the time being of such will.
6. The Directors may in their absolute and uncontrolled discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share unless it be a transfer made pursuant to Article 3 or Article 4 or Article 7 (c)(iii) (f). The Directors shall in any event refuse to register a transfer of a share (whether or not made pursuant to Article 3 or Article 4) if by such registration the maximum number of members fixed by Regulation 2 of Part II of Table A would be exceeded. Regulation 3 of Part II of Table A shall not apply.
7. Subject to the provisions 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 Article 7(c) of the Articles of Association of the Company;
  - (b) the Directors may (subject always to the provisions of Clause (c) below) declare and pay a dividend on any class or classes of shares in the capital of the Company, without declaring or paying the same or any dividend on any other class or classes of shares in the capital of the Company, in respect of any financial year end of the company, and may vary such payments whether as regards amount, date of payment, period of payment or otherwise;
  - (c)
    - (i) the holders of the Redeemable Preference Shares shall be entitled at any time after the 30th November 1999 upon giving one (1) month's notice in writing to the Company to require that Redeemable Preference Shares be redeemed. The redemption price to be paid by the Company shall be a sum equal to the aggregate of the amount paid up on the shares to be redeemed and the amount of all arrears of the preferential dividend payable thereon whether declared or not.
    - (ii) the holders of the Redeemable Preference Shares shall be entitled to the following rights:
      - (a) to receive notice of and to attend all General Meetings of the Company but not to vote in any resolution proposed thereat.
      - (b) in priority to any payment of dividend on any other class of shares in the Company to be paid annually a fixed cumulative preferential dividend at the rate of five (5) per cent. per annum on the amount paid on the Redeemable Preference Shares. The dividend shall be paid annually in arrears on each anniversary at the date of the allotment of the Redeemable Preference Shares.

- (c) if the Company shall be wound up the holders of the Redeemable Preference Shares shall have the right to repayment of the capital paid up on the Redeemable Preference Shares together with payment of all arrears of the preferential dividend referred to in Article 7(c) whether declared or not up to the date of redemption in priority to payment of any dividends or repayment of capital to the holders of any other shares in the Company but shall not be entitled to any further right to participate in profits or assets.
  - (d) as long as Forfas shall be the holder of any Redeemable Preference Shares Forfas shall be entitled to appoint one (1) person to be a director of the Company, to remove any persons so appointed and to appoint another person in place of the person removed.
  - (e) any other rights attaching to the Redeemable Preference Shares including the terms and manner of redemption shall be determined by the Board of Directors of the Company.
- (iii) The holders of the Redeemable Shares shall be entitled to the following rights:
- (a) the holder of the Redeemable Shares shall be entitled to receive notice of and to attend all General Meetings of the Company but not to vote on any resolution proposed thereat;
  - (b) the Redeemable Shares shall not entitle the holders thereof to payment of any dividend in the Company.
  - (c) The holder of the Redeemable Shares shall have the right on the winding up of the Company to repayment of the capital paid up thereon in priority to payment of any dividends or repayment of capital to the holder of any other shares in the Company save for the Redeemable Preference Shares but shall not be entitled to any further right to participate in the profits or assets of the Company.
  - (d) subject to there being sufficient profits available, the Company shall, out of the profits or monies which may lawfully be applied for that purpose, redeem all the Redeemable Shares within two years of the date of allotment of the Redeemable Shares to Forbairt. The redemption price to be paid by the Company on redemption of the Redeemable Shares shall be a sum equal to the aggregate of the amount paid up on the shares to be redeemed.
  - (e) for so long as Forbairt shall be the holder of any of the Redeemable Shares Forbairt shall be entitled to appoint one person to be a director of the Company, to remove any person so appointed and to appoint another person in the place of a person removed provided that Forbairt may not exercise their right hereunder so long as Forfas have exercised their right pursuant to Article 7(c)(II)(d) above.
  - (f) If the holder of any Redeemable Shares shall wish to sell any of the Redeemable Shares he shall first offer to sell the same pro rata to the holders of the Ordinary Shares in the Company at the subscription price for a period of 30 days from the date of receipt of Such offer. If the said holders of the Ordinary Shares shall fail to accept such offer within the said period, the holder of the Redeemable Shares, the



subject of the offer, shall be entitled to transfer the same to any person and upon such terms as such holder shall decide and the Directors of the Company shall be obliged to register any duly executed transfer of a Redeemable Share or Shares made pursuant to this clause.

- (g) any other rights attaching to the Redeemable Shares including the terms and manner of redemption shall be determined by the Board of Directors of the Company.

8. In Regulation 22 of Part 1 of Table A the words "and transferee" shall be omitted.

#### LIEN

9. The Company shall have a first and paramount lien upon all shares (whether or not they are fully paid shares) held by any member of the Company (whether alone or jointly with other persons); and upon all dividends bonuses and other distributions which may be declared in respect of such shares, for all the debts, obligations and liabilities of such member to the Company. Provided Always, that if the Company shall register a transfer of any shares upon which it has such a lien as aforesaid without giving to the transferee notice in writing of its claim, the said shares shall be freed and discharged from the lien of the Company. Regulation 11 of Part I of Table A shall not apply.

#### GENERAL MEETINGS

10. In Regulation 55 of Part I of Table A the words 'meeting shall stand dissolved' shall be substituted for 'members present shall be a quorum'.
11. In Regulation 59(b) of Part I of Table A the words 'one member shall be substituted for the words 'three members'.

#### DIRECTORS

12. The number of the Directors shall be not more than ten. The Company in General Meeting may reduce or increase this figure but shall not reduce it below two.

Two Directors personally present shall constitute a quorum. The first Directors shall be appointed by the subscribers to the Memorandum and Articles of Association of the Company. Regulation 75 of Part I of Table A shall not apply.

13. The share qualification of a Director may be fixed by the Company from time to time in General Meeting and unless and until so fixed a Director shall require no such share qualification but shall be entitled to receive notice of and to attend and speak at any General Meeting or class meeting of the Company, and Regulation 136 of Part I of Table A shall be modified accordingly. Regulation 77 of Part I of Table A shall not apply.

#### BORROWING POWERS

14. The Directors may raise or borrow for the purposes of the Company's business such sums as they shall think fit and may exercise all the powers of the Company to borrow money and to issue guarantees and indemnities, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock and other

securities whether outright or as security for any debt, liability or obligation of the Company or of any third party. Regulation 79 of Part I of Table A shall not apply.

### PROCEEDINGS OF DIRECTORS

15. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors, if the Directors so resolve, it shall not be necessary to give notice of a meeting of Directors to any Director, who, being resident in the State is for the time being absent from the State. Regulation 101 of Part I of Table A shall not apply.
16. All meetings of Directors and of committees of Directors shall be held in the State unless a majority of the Directors otherwise determine in writing.
17. No objection shall be raised to the qualification of any Director to vote at any meeting of the Directors or of any committee of the Directors except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
18. The Directors shall not be required to retire by rotation. A Director appointed under Regulation 98 of Part I of Table A shall not be required to retire at the next following Annual General Meeting. Regulations 92-98 (inclusive) 100 and 110 of Part I of Table A shall be modified accordingly.
19. A Resolution in writing signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors shall be as valid and effective for all purposes as a resolution of the directors as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors. For the purpose of this Article, the signature of an alternate Director shall suffice in lieu of the signature of the Director appointing him. Regulation 109 of Part I of Table A shall not apply.
20. In Regulation 91 (f) of Part I of Table A the words 'other than an offence under the Road Traffic Acts' shall be inserted after the words 'indictable offence'.
21. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present. Regulation 107 of part I of Table A shall not apply.

### ALTERNATE DIRECTORS

22. Any Director may from time to time appoint any person who is a Director or who is approved by the majority of the Directors to be an alternate or substitute director for him. The appointee, while he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director and, if a Director himself, to exercise a vote on behalf of the Director for whom he is alternate in addition to his own vote and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment under this regulation shall be effected by notice in writing given by the appointer to the secretary. Any appointment so made may be revoked at any time by the appointer. Regulation 9 of Part II of Table A shall not apply. Anything required by the



Act or the Articles to be done by or to a Director shall be satisfied if done by or to an alternate Director appointed under this Article.

### INDEMNITY

23. Every Director, Managing Director, Agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 391 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 200 of the Act. Regulation 138 of Part I of Table A shall not apply.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**Attachment B 2 Land Ownership**

Figure B.2.1, which is drawn at a scale of 1:2500, shows the land ownership for the facility outlined in blue. The Applicant owns the land as detailed on the Application Form.

The Site Plan is illustrated on Figure B.2.1, at a scale of 1:2500. The boundary of the Site to which the licence application relates is outlined in red.

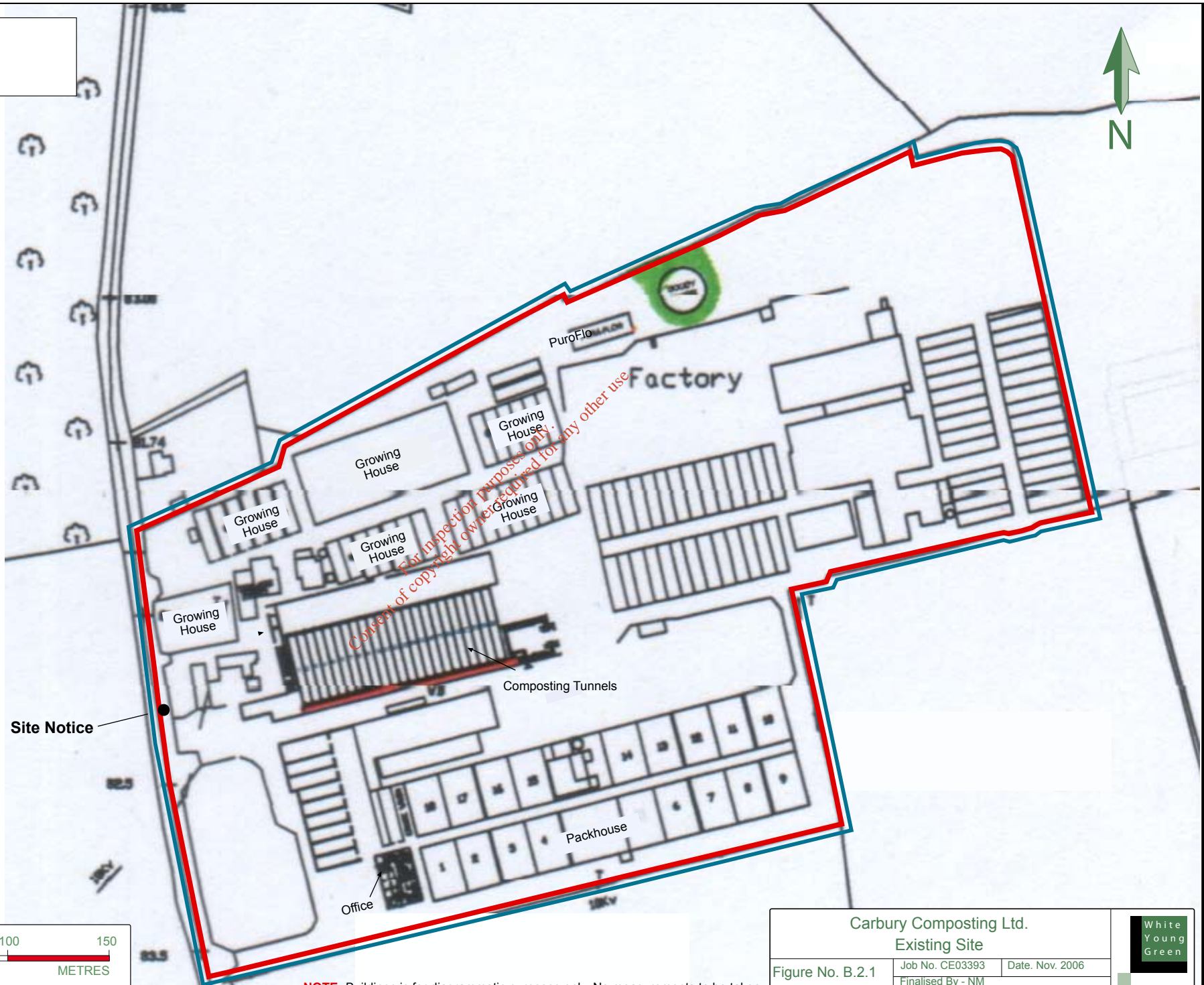
The location of the site is shown on Figure B.2.2. at a scale of 1:50,000. The location of the site is marked by a red dot on the map.

The attached Ordnance Discovery Series Map No. 49 has the site location marked as a red X. The grid reference can be read from this map.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**LEGEND**

- Site Boundary
- Site Ownership

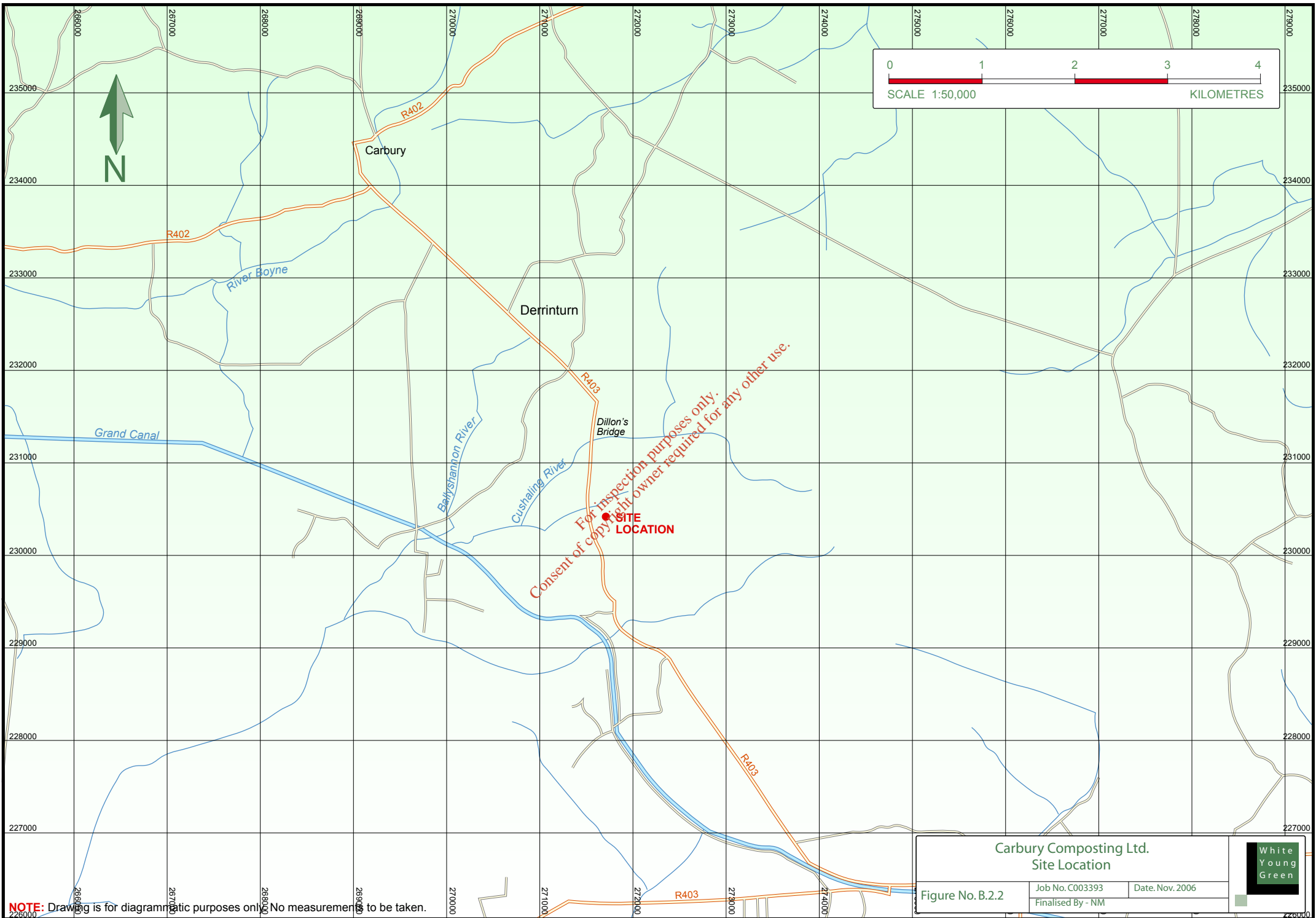


Consent of copyright owner required for any other use



**NOTE:** Buildings is for diagrammatic purposes only. No measurements to be taken.

Carbury Composting Ltd. Existing Site			
Figure No. B.2.1	Job No. CE03393	Date. Nov. 2006	
	Finalised By - NM		

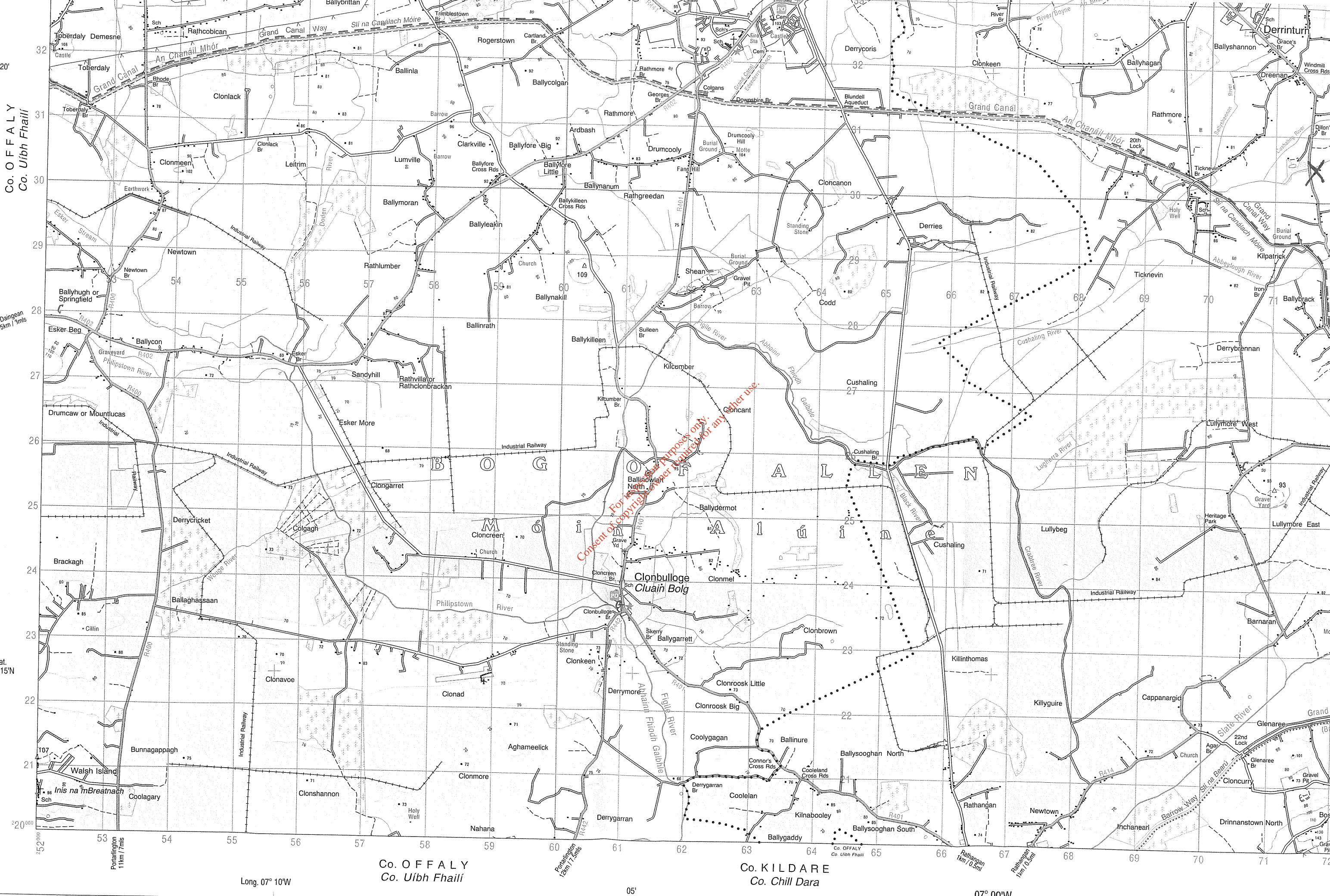


**NOTE:** Drawing is for diagrammatic purposes only. No measurements to be taken.

Consent of copyright owner required for any other use.  
For inspection purposes only.

<b>Carbury Composting Ltd. Site Location</b>			
Figure No. B.2.2	Job No. C003393	Date. Nov. 2006	
	Finalised By - NM		





For sale purposes only.  
Consent of copyright owner required for any other use.

Co. OFFALY  
Co. Uíbh Fhailí

Dangan  
5km / 3m

at. 15'N

20.000

53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72

Co. OFFALY  
Co. Uíbh Fhailí

Co. KILDARE  
Co. Chill Dara

07° 00'W

Long. 07° 10'W

05'

**Attachment B 3      Planning Permission**

Kildare County Council is the relevant Planning Authority in whose functional area the facility is located.

Attached are the following documents:

- A letter notifying the planning authority of the Waste Licence Renewal Application to the EPA dated November 13<sup>th</sup> 2006 is enclosed.

Copies of all planning references are attached.

File Number: 94/79 Kildare County Council

File Number: 96/528 Kildare County Council

File Number: 97/498 Kildare County Council

File Number: 98/360 Kildare County Council

File Number: 99/360 Kildare County Council

File Number: 00/1267 Kildare County Council

File Number: 06/912 Kildare County Council

- The Planning Application for the demolition and reconstruction of site building and layout was lodged with Kildare County Council on Wednesday 10<sup>th</sup> of May 2006. The planning reference number is 06/912 Kildare County Council.

Further information was requested by Kildare County Council for planning application 06/912. The additional information which was submitted to Kildare County Council is attached as a separate attachment (Attachment M) at the end of this document.

- A copy of Carbury Compost Ltd current Waste Licence 124-1





White  
Young  
Green

Planning Department,  
Kildare County Council  
Aras Chill Dara  
Devoy Park  
Naas  
Co. Kildare

Monday November 13<sup>th</sup> 2006

**Re: Application to the Environmental Protection Agency for a Review of Waste Licence**

**124-1**

Dear Sir / Madam

In accordance with Article 9 of the Waste Management (Licensing) Regulations, 1997 I wish to inform you that our office will be submitting a Review of Waste Licence Application for Waste Licence 124-1 to the Environmental Protection Agency, on behalf of our client Carbury Compost Limited located at Drummin, Carbury, Co. Kildare. A site notice will be erected and a newspaper advertisement displayed prior to the application being submitted. The text of each of these notices is identical and is enclosed.

Yours sincerely,

***On behalf of Carbury Compost Limited***

---

Donal Marron B.Sc., M.Sc. PGeo  
Regional Director

Date: 21 March 2006

**Kildare County Council**  
**045-980840**  
**Aras Chill Dara , Devoy Park, Naas, Co.**  
**Kildare**

Print Time: 18:5

Please contact the relevant Planning Authority if you have any queries

**PLANNING APPLICATIONS**

**FILE NUMBER: 94/79**

<b>NAME</b>	Carbury Mushrooms	<b>ADDRESS</b>	P.E.M.S. att T KIRWAN 22 Cambridge Dr, Potters Bar, Hertfordshire EN63EX
<b>APPLICATION STATUS</b>	APPLICATION FINALISED	<b>DECISION DUE</b>	20/04/1994
<b>APPLICATION TYPE</b>	PERMISSION	<b>PLANNER</b>	
<b>DEVELOPMENT DESCRIPTION</b>	construct compost sterilisation tunnels on our site and demolish existing buildings and dwellings	<b>DEVELOPMENT ADDRESS</b>	Carbury
<b>NO. CONDITIONS</b>	10	<b>DEVELOPMENT TYPE</b>	
<b>RECEIVED DATE</b>	22/02/1994	<b>M.O. (DECISION) NO.</b>	4760
<b>INCOMPLETE RECEIVED DATE</b>		<b>DECISION DATE</b>	19/04/1994
<b>VALID APPLICATION DATE</b>	22/02/1994	<b>DECISION CODE</b>	(C)- CONDITIONAL
<b>GRANT DATE</b>	23/05/1994	<b>WITHDRAWN DATE</b>	
<b>EXPIRY DATE</b>		<b>ENVIRONMENTAL IMPACT STUDY</b>	NO
<b>AN BORD PLEANALA REF</b>		<b>F.I. REQUEST DATE</b>	
<b>APPEAL NOTIFICATION DATE</b>		<b>F.I. RECEIVED DATE</b>	
<b>APPEAL DECISION DATE</b>		<b>SIGNIFICANT INFORMATION</b>	NO
<b>APPEAL DECISION CODE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT REQUESTED DATE</b>	
<b>APPEAL TYPE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT PUBLICATION DATE</b>	
<b>EXTENDED DECISION DATE</b>		<b>MATERIAL CONTRAVENTION</b>	NO
<b>EXTENSION AGREE DATE</b>		<b>COMMENTS</b>	
<b>LAST DATE FOR (OBJECTIONS) (REPRESENTATIONS) (SUBMISSIONS) (PRESCRIBED BODIES)</b>	29/03/1994		

\*\*\* END OF REPORT \*\*\*

**Kildare County Council**

**045-980840**

**Aras Chill Dara , Devoy Park, Naas, Co.  
Kildare**

Date: 21 March 2006

Print Time: 18:58

Please contact the relevant Planning Authority if you have any queries

**PLANNING APPLICATIONS**

**FILE NUMBER: 96/528**

<b>NAME</b>	Carbury Mushrooms c/o	<b>ADDRESS</b>	T. Kirwan, 22 Cambridge Drive, Potters Bar Herts EN6 3EX England
<b>APPLICATION STATUS</b>	APPLICATION FINALISED	<b>DECISION DUE</b>	01/07/1996
<b>APPLICATION TYPE</b>	PERMISSION	<b>PLANNER</b>	
<b>DEVELOPMENT DESCRIPTION</b>	Demolish 15 mushroom growing houses and replace them with 8 larger units	<b>DEVELOPMENT ADDRESS</b>	Carbury
<b>NO. CONDITIONS</b>	11	<b>DEVELOPMENT TYPE</b>	
<b>RECEIVED DATE</b>	03/05/1996	<b>M.O. (DECISION) NO.</b>	7678
<b>INCOMPLETE RECEIVED DATE</b>		<b>DECISION DATE</b>	01/07/1996
<b>VALID APPLICATION DATE</b>	03/05/1996	<b>DECISION CODE</b>	(C)- CONDITIONAL
<b>GRANT DATE</b>	06/08/1996	<b>WITHDRAWN DATE</b>	
<b>EXPIRY DATE</b>		<b>ENVIRONMENTAL IMPACT STUDY</b>	NO
<b>AN BORD PLEANALA REF</b>		<b>F.I. REQUEST DATE</b>	
<b>APPEAL NOTIFICATION DATE</b>		<b>F.I. RECEIVED DATE</b>	
<b>APPEAL DECISION DATE</b>		<b>SIGNIFICANT INFORMATION</b>	NO
<b>APPEAL DECISION CODE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT REQUESTED DATE</b>	
<b>APPEAL TYPE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT PUBLICATION DATE</b>	
<b>EXTENDED DECISION DATE</b>		<b>MATERIAL CONTRAVENTION</b>	NO
<b>EXTENSION AGREE DATE</b>		<b>COMMENTS</b>	
<b>LAST DATE FOR (OBJECTIONS) (REPRESENTATIONS) (SUBMISSIONS) (PRESCRIBED BODIES)</b>	07/06/1996		

For inspection purposes only. Consent of copyright owner required for any other use.

\*\*\* END OF REPORT \*\*\*

**Kildare County Council**

**045-980840**

**Aras Chill Dara , Devoy Park, Naas, Co. Kildare**

Date: 21 March 2006

Print Time: 18:54

Please contact the relevant Planning Authority if you have any queries

**PLANNING APPLICATIONS**

**FILE NUMBER: 97/498**

<b>NAME</b>	Michael Cusack Carbury Mushrooms Ltd	<b>ADDRESS</b>	Carbury Co Kildare
<b>APPLICATION STATUS</b>	APPLICATION FINALISED	<b>DECISION DUE</b>	28/06/1997
<b>APPLICATION TYPE</b>	PERMISSION	<b>PLANNER</b>	
<b>DEVELOPMENT DESCRIPTION</b>	replace growing houses, extend pasturisation plant, retain changes to existing building	<b>DEVELOPMENT ADDRESS</b>	Carbury, Co. Kildare
<b>NO. CONDITIONS</b>	16	<b>DEVELOPMENT TYPE</b>	
<b>RECEIVED DATE</b>	29/04/1997	<b>M.O. (DECISION) NO.</b>	9118
<b>INCOMPLETE RECEIVED DATE</b>		<b>DECISION DATE</b>	26/06/1997
<b>VALID APPLICATION DATE</b>	29/04/1997	<b>DECISION CODE</b>	(C)- CONDITIONAL
<b>GRANT DATE</b>	05/08/1997	<b>WITHDRAWN DATE</b>	
<b>EXPIRY DATE</b>		<b>ENVIRONMENTAL IMPACT STUDY</b>	NO
<b>AN BORD PLEANALA REF</b>		<b>F.I. REQUEST DATE</b>	
<b>APPEAL NOTIFICATION DATE</b>		<b>F.I. RECEIVED DATE</b>	
<b>APPEAL DECISION DATE</b>		<b>SIGNIFICANT INFORMATION</b>	NO
<b>APPEAL DECISION CODE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT REQUESTED DATE</b>	
<b>APPEAL TYPE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT PUBLICATION DATE</b>	
<b>EXTENDED DECISION DATE</b>		<b>MATERIAL CONTRAVENTION</b>	NO
<b>EXTENSION AGREE DATE</b>		<b>COMMENTS</b>	
<b>LAST DATE FOR (OBJECTIONS) (REPRESENTATIONS) (SUBMISSIONS) (PRESCRIBED BODIES)</b>	03/06/1997		

\*\*\* END OF REPORT \*\*\*

Print Date: 24 March 2006

**Kildare County Council**  
**045-980840**  
**Aras Chill Dara , Devoy Park, Naas, Co.**  
**Kildare**

Print Time: 11:13

Please contact the relevant Planning Authority if you have any queries

**PLANNING APPLICATIONS**

**FILE NUMBER: 98/1889**

<b>NAME</b>	Miltonfield Ltd	<b>ADDRESS</b>	Carbury Mushroom Complex Carbury "
<b>APPLICATION STATUS</b>	APPLICATION FINALISED	<b>DECISION DUE</b>	15/04/1999
<b>APPLICATION TYPE</b>	PERMISSION	<b>PLANNER</b>	TW
<b>DEVELOPMENT DESCRIPTION</b>	demolition of existing obsolete single storey packhouse facility and the construction of two storey new replacement storage/packhouse facility for mushroom product with ancillary office accommodation at first floor level	<b>DEVELOPMENT ADDRESS</b>	Carbury Mushroom Complex Drummond Carbury
<b>NO. CONDITIONS</b>	10	<b>DEVELOPMENT TYPE</b>	
<b>RECEIVED DATE</b>	30/11/1998	<b>M.O. (DECISION) NO.</b>	12174
<b>INCOMPLETE RECEIVED DATE</b>		<b>DECISION DATE</b>	15/04/1999
<b>VALID APPLICATION DATE</b>	30/11/1998	<b>DECISION CODE</b>	(C)- CONDITIONAL
<b>GRANT DATE</b>	02/06/1999	<b>WITHDRAWN DATE</b>	
<b>EXPIRY DATE</b>		<b>ENVIRONMENTAL IMPACT STUDY</b>	NO
<b>AN BORD PLEANALA REF</b>		<b>F.I. REQUEST DATE</b>	28/01/1999
<b>APPEAL NOTIFICATION DATE</b>		<b>F.I. RECEIVED DATE</b>	16/02/1999
<b>APPEAL DECISION DATE</b>		<b>SIGNIFICANT INFORMATION</b>	
<b>APPEAL DECISION CODE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT REQUESTED DATE</b>	
<b>APPEAL TYPE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT PUBLICATION DATE</b>	
<b>EXTENDED DECISION DATE</b>		<b>MATERIAL CONTRAVENTION</b>	NO
<b>EXTENSION AGREE DATE</b>		<b>COMMENTS</b>	
<b>LAST DATE FOR (OBJECTIONS) (REPRESENTATIONS) (SUBMISSIONS) (PRESCRIBED BODIES)</b>	13/01/1999		



Print Date: 21 March 2006

**Kildare County Council**  
**045-980840**  
**Aras Chill Dara , Devoy Park, Naas, Co.**  
**Kildare**

Print Time: 1

Please contact the relevant Planning Authority if you have any queries

**PLANNING APPLICATIONS**

**FILE NUMBER: 99/360**

NAME	Carbury Mushrooms	ADDRESS	Carbury Co. Kildare
APPLICATION STATUS	APPLICATION FINALISED	DECISION DUE	11/05/1999
APPLICATION TYPE	PERMISSION	PLANNER	TW
DEVELOPMENT DESCRIPTION	Extension of pasteurisation plant	DEVELOPMENT ADDRESS	Carbury Co. Kildare
NO. CONDITIONS	13	DEVELOPMENT TYPE	
RECEIVED DATE	12/03/1999	M.O. (DECISION) NO.	12328
INCOMPLETE RECEIVED DATE		DECISION DATE	11/05/1999
VALID APPLICATION DATE	12/03/1999	DECISION CODE	(C)- CONDITIONAL
GRANT DATE	30/06/1999	WITHDRAWN DATE	
EXPIRY DATE		ENVIRONMENTAL IMPACT STUDY	NO
AN BORD PLEANALA REF		F.I. REQUEST DATE	
APPEAL NOTIFICATION DATE		F.I. RECEIVED DATE	
APPEAL DECISION DATE		SIGNIFICANT INFORMATION	NO
APPEAL DECISION CODE		SIGNIFICANT INFORMATION ADVERTISEMENT REQUESTED DATE	
APPEAL TYPE		SIGNIFICANT INFORMATION ADVERTISEMENT PUBLICATION DATE	
EXTENDED DECISION DATE		MATERIAL CONTRAVENTION	NO
EXTENSION AGREE DATE		COMMENTS	
LAST DATE FOR (OBJECTIONS) (REPRESENTATIONS) (SUBMISSIONS) (PRESCRIBED BODIES)	16/04/1999		

\*\*\* END OF REPORT \*\*\*



Print Date: 24 March 2006

**Kildare County Council**  
**045-980840**  
**Aras Chill Dara , Devoy Park, Naas, Co.**  
**Kildare**

Print Time: 11:08

Please contact the relevant Planning Authority if you have any queries

**PLANNING APPLICATIONS**

**FILE NUMBER: 00/1267**

<b>NAME</b>	Noel Heavey	<b>ADDRESS</b>	Greenfield Mushrooms Carbury Mushroom Complex Drummin Carbury
<b>APPLICATION STATUS</b>	APPLICATION FINALISED	<b>DECISION DUE</b>	05/12/2000
<b>APPLICATION TYPE</b>	PERMISSION	<b>PLANNER</b>	JJ
<b>DEVELOPMENT DESCRIPTION</b>	demolition of existing mushroom tunnels and erection of 6 replacement tunnels, the part conversion of existing store for additional sanitary facilities, and the erection of a single storey steel framed roofed enclosure etc	<b>DEVELOPMENT ADDRESS</b>	Carbury Mushroom Complex Drummin Carbury
<b>NO. CONDITIONS</b>	5	<b>DEVELOPMENT TYPE</b>	
<b>RECEIVED DATE</b>	11/07/2000	<b>M.O. (DECISION) NO.</b>	15740
<b>INCOMPLETE RECEIVED DATE</b>		<b>DECISION DATE</b>	05/12/2000
<b>VALID APPLICATION DATE</b>		<b>DECISION CODE</b>	(C)- CONDITIONAL
<b>GRANT DATE</b>	10/01/2001	<b>WITHDRAWN DATE</b>	
<b>EXPIRY DATE</b>		<b>ENVIRONMENTAL IMPACT STUDY</b>	NO
<b>AN BORD PLEANALA REF</b>		<b>F.I. REQUEST DATE</b>	08/09/2000
<b>APPEAL NOTIFICATION DATE</b>		<b>F.I. RECEIVED DATE</b>	29/09/2000
<b>APPEAL DECISION DATE</b>		<b>SIGNIFICANT INFORMATION</b>	
<b>APPEAL DECISION CODE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT REQUESTED DATE</b>	
<b>APPEAL TYPE</b>		<b>SIGNIFICANT INFORMATION ADVERTISEMENT PUBLICATION DATE</b>	
<b>EXTENDED DECISION DATE</b>	05/12/2000	<b>MATERIAL CONTRAVENTION</b>	NO
<b>EXTENSION AGREE DATE</b>	28/11/2000	<b>COMMENTS</b>	
<b>LAST DATE FOR (OBJECTIONS) (REPRESENTATIONS) (SUBMISSIONS) (PRESCRIBED BODIES)</b>	15/08/2000		

\*\*\* END OF REPORT \*\*\*

# C. S. Pringle Ltd.

**Consulting Engineers, Architects, Building Surveyors,  
Fire Engineers**

To: Monaghan Mushrooms

Fax.No. 047-72050

From: B. Thornton

Date: 27/10/06

With Ref. to:

This message contains { 7 } pages, including this cover page.

Monaghan Road,  
Castleblayney,  
Co. Monaghan,  
Republic of Ireland.  
Tel. 042-9746492  
Fax. 042-9746511  
(int. 0035347)

## FAX MESSAGE COVER NOTE

**THE INFORMATION CONTAINED IN THIS FAX, IS CONFIDENTIAL AND SHOULD ONLY BE READ BY  
THE INTENDED PARTY. (IF RECEIVED BY THE WRONG PARTY PLEASE DESTROY)**

For the attention of Mr. Kieran Connolly.

As discussed please find attached Decision to Grant planning permission.

Regards  
Barry Thornton  
C. S. Pringle Ltd.

*For inspection purposes only  
Consent of copyright owner required for any other use.*

IF THIS MESSAGE FAILS TO ARRIVE IN FULL PLEASE CONTACT US IMMEDIATELY AT 042-9746492 [INT. 0035347]



Date: 25/10/2006

Pl. Ref: 06/912

**REGISTERED POST**

Carbury Compost Ltd  
CS Pringle Ltd  
Monaghan Road  
Castleblayney  
Co. Monaghan

**NOTIFICATION OF A DECISION UNDER SECTION 34 OF THE PLANNING & DEVELOPMENT ACT 2000**


PLANNING REGISTER NUMBER: 06/912  
APPLICATION RECEIPT DATE: 10/05/2006  
FURTHER INFORMATION DATE: 29/09/2006

In pursuance of the powers conferred upon them by the above-mentioned Act, Kildare County Council have by order dated 25/10/2006 decided to **Grant PERMISSION** to the above named for development of land, in accordance with the documents submitted namely:  
**demolish part of their existing facility for the indoor production of phase 1, 2 & 3 mushroom substrate, currently being produced outdoors on the site, as detailed hereunder: A) Demolish only those existing growing tunnels required to make way etc at Carbury Co. Kildare subject to 30 conditions set out in the Schedule attached.**

The reason for the imposition of the said conditions are also included. If there is no appeal against the said decision a **grant of permission** in accordance with the decision will be issued after the expiration of the period within which an appeal may be made to An Bord Pleanala (see footnote). It should be noted that until a grant of permission has been issued the development in question is **NOT AUTHORISED** and work should **not** commence.

Date: 25/10/2006

Signed:

  
Senior Executive Officer Planning  
Kildare County Council

Any appeal against the decision of a Planning Authority under Section 37 of the planning & Development Act 2000 may be made to An Bord Pleanala, 64 Marlborough Street, Dublin 1. First and third party objections must be received by the Bord within 4 weeks of making the decision by the Planning Authority. The appeal must be fully complete from the start - you are not permitted to submit any part of it later, even within the time limit.

Any appeal made to An Bord Pleanala will be invalid unless accompanied by the correct fee within the statutory appeal period. I.e.

- a) Appeal by 1st party relating to commercial development where the application relates to unauthorised development €1900
- b) Appeal by 1st party relating to commercial development other than (a) above - €630
- c) Appeal by 1st party where the application relates to unauthorised development, other than (a) and (b) above - €630
- d) Appeal other than an appeal mentioned at (a), (b) and (c) above - €210

**RE:/ Planning Permission is sought for development at site at Drummin Td., Carbury, Co. Kildare, the development will consist of the following: Demolish part of their existing facility and to develop a new facility for the indoor production of phase 1, 2 and 3 mushroom substrate, currently being produced outdoors on the site, as detailed hereunder: a Demolish only those existing growing tunnels required to make way for proposed development and demolish existing outdoor phase 1 composting facility, b Construct a new building to facilitate the indoor production of phase 1 mushroom substrate, comprising of 1. A double portal framed structure fully enclosing the raw material storage and handling area for the phase 1 composting process and 2. An adjoining mass concrete walled, flat roofed structure enclosing sealed phase 1 composting bunkers with 3. Covered conveyor belts and ancillary plant on flat roof area together with 4. Ventilation stack to flat roof area all as part of a single building. C Construct a new building to facilitate the production of phase 2 and phase 3 mushroom substrate, comprising of a double portal framed structure-enclosing 1. Loading and unloading areas 2. Fully enclosed phase 2/3 composting tunnels, 3. Ancillary-processing rooms, 4. Ancillary plant and ESB rooms and 5. Ancillary staff and administration facilities all as part of a single building. D. Construct new systems for dealing with roof water, yard water and foul water including: 1. New 400,000 gallon over ground clean water storage tank for storage of surface water runoff from roofs, 2. Diversion point for roof water runoff to new outfall into existing surface water drain, 3. Collection Stumps, 4. Oil/Fuel interceptor, 5. Wheel washes. G. Construct new hard surfaced areas for manoeuvring of vehicles and temporary storage of dry straw. H. Construct covered diesel fuel tank and bund for fuelling station. I. Upgrade site entrance and front boundary as required to achieve greater sight distance splays onto public road. This planning application will include an Environmental Impact Statement and will require a Waste Management License all together with associated site works – Carbury Compost Ltd., - 06/912.**

### Schedule 1

Having regard to the nature and design of the proposed development, the nature, scale & environmental impact of the existing uses on the site, the conclusions and mitigation measures of the EIS submitted and the character of general area, it is considered that, subject to compliance with the conditions attached, the proposed development would not seriously injure the amenities of the area or of property in the vicinity, and would be in accordance with the proper planning and sustainable development of the area.

### Schedule 2

1. The development shall be carried out in accordance with documentation and particulars submitted to the Planning Authority on 10/05/06 and as amended on the 16/08/06 and the 29/09/06, and shall include all mitigation measures states in the EIS submitted 16/08/06, except where altered or amended by conditions in this permission.

**Reason:** To enable the Planning Authority to check the proposed development when completed, by reference to approved particulars.

2. The applicants shall take adequate precautions to prevent undue noise, fumes, smells, dust, grit, untidiness, or other nuisance during the course of the works operation which would result in significant impairment of, or significant interference with the amenities of the environment beyond the site boundary.

**Reason:** In the interest of the protection of the amenities of the area and proper planning and development.

3. The on-site operations associated with the proposed development shall be carried out in accordance with the stated time schedule submitted to the planning authority on 16/08/06.

**Reason:** In order to protect the amenities of the area and in the interests of proper planning and development.

4. The finishes to the proposed structures shall be in accordance with the information submitted to the planning authority on 29/09/06.

**Reason:** In order to protect the amenities of the area and in the interests of proper planning and development.

5. A minimum of two monitoring wells shall be installed on site to at least one metre below the summer water table. Monitoring of the water level in the well shall be carried out on a weekly basis and the results of the monitoring submitted to the Planning Authority on a 3 monthly basis.

**Reason:** To ensure that groundwater resources are protected.

6. The applicant shall monitor water levels in well serving dwellings and businesses within a 250-metre radius of the proposed sites. Where the proposed development is found to have had a significant negative impact on any water supply, the developer shall take appropriate action to remedy the situation to the satisfaction of the Planning Authority.

**Reason:** To ensure that groundwater resources are protected.

7. The applicant shall ensure that activities on the site are carried out in such a manner so as not to have any adverse effect on groundwater, watercourses, field drains, the drains of adjacent lands or any other drainage system including that of the public roadway. Systems shall be put in place so that only clean surface water from the site shall gain access to any watercourse.

**Reason:** To ensure the proper planning and development

8. No storage of oils/ diesel or other chemical shall take place within the site.

**Reason:** To ensure that groundwater resources are protected.

9. Appropriate measures shall be taken to reduce/ eliminate airborne dust nuisance. The operator shall ensure that activities on the site shall be carried out in a manner such that emissions do not result in significant impairment of, or significant interference with the environment beyond the site boundary. The total dust emissions arising from the on-site operations associated with the proposed development shall not exceed 130 milligrams per square metre per day, averaged over a continuous period of 30 days, when measured as deposition of insoluble particulate matter at any position along the boundary of the site. No stripping of topsoil or overburden is to take place in periods of dry weather.

**Reason:** In the interests of proper planning and development, residential amenity.

10. The noise level attributable to all on-site operations at the development between the hours of 08.00 – 18.00 Monday to Friday inclusive (excluding Bank Holidays) and 08.00 – 14.00 on Saturdays shall not exceed 55 dB(A)<sub>L<sub>aeq</sub>(15 mins)</sub> at any noise sensitive location in the vicinity of the site.

**Reason:** In the interests of proper planning and development, residential amenity and to prevent noise pollution.



11. The proposed landscaping plan shall be planted and maintained in full. This planting shall be carried out and completed within the first planting season following first occupation of the dwelling.

**Reason:** In order to screen the development within a reasonable period of time.

12. Existing hedgerows, trees and shrubs on site shall be retained, preserved and maintained except at the proposed entrance.

**Reason:** To protect the rural character of the area.

13. All service lines and cables servicing the proposed development shall be located underground except where otherwise agreed in writing with the Planning Authority.

**Reason:** In the interest of orderly development and visual amenities.

14. The development shall not impair existing land or road drainage and the new entrance shall be designed and shaped to ensure the uninterrupted flow of existing roadside drainage.

**Reason:** In the interest of traffic safety, and to prevent interference with existing road/land drainage, in the interest of proper planning and development.

15. During construction the developer shall provide adequate off carriageway parking facilities for all traffic associated with the proposed development, including delivery and service vehicles/trucks. There shall be no parking along the public road.

**Reason:** In the interest of traffic safety.

16. This permissions authorises the proposed development and does not relate to any other development not subject of this application whether or not such development would otherwise constitute exempted development.

**Reason:** To avoid any misunderstanding as to the proper construction of this permission.

17. Only foul sewage and soiled water from the development shall be discharged to the foul treatment systems.

**Reason:** In the interests of public health and to ensure proper development.

18. Only clean uncontaminated surface water from the development shall be discharged to the surface water system.

**Reason:** To avoid pollution and to ensure proper development.

19. Lines of sight shall be strictly in accordance with Design Manual for Roads and Bridges

**Reason:** In the interest of traffic safety.

20. The number of entrances to be reduced from 4 to 2 number entrances, as per Drawing no 02724/01/01/PL01, received 10<sup>th</sup> May 2006, Full Design Details for entrances shall be submitted to the Local Planning Authority for their approval prior to commencement.

**Reason:** In the interest of traffic safety.



21. Existing front boundary shall be removed prior to commencement of the development and a new boundary fence/hedge/wall shall be erected 3.0 metres back from the existing road edge, to improve sight lines, and this area reserved in the event of future road improvement works.

**Reason:** In the interest of traffic safety.

22. The developer shall erect appropriate warning signage in the vicinity of the proposed entrance for the benefit of all those passing the entrance and those entering and exiting from the site.

**Reason:** In the interest of traffic safety.

23. Car parking space shall be provided for a minimum of 65 cars on a durable permanent macadam surface within the curtilage of the site. As shown on Drawing No: 3154CPL-'06-1.02, received 16<sup>th</sup> August 2006. Each car space shall be marked in 2.4\*5.0 metre x 4.8 metre bays in 100mm wide white lines with a durable permanent material. Circulation aisles shall be 6.0 metres wide. The area along the boundary from car parking space number 65 and further east shall be kept clear for overspill car parking requirements.

**Reason:** In the interest of traffic safety.

24. Car parking shall be monitored and in the event of the Planning Authority deciding that a shortfall in car parking spaces exists, the developer shall provide such extra car parking as the Planning Authority may specify at an approved location adjacent to the site / or within the curtilage of the site.

**Reason:** In the interest of traffic safety (having regard to the public road adjacent R403) and to ensure that adequate car parking facilities are provided on site.

25. Cycle parking facilities shall be provided in accordance with the requirements of Kildare County Development Plan.

**Reason:** In the interest of traffic safety.

26. No surface water run off from the site shall be discharged onto the public road.

**Reason:** In the interest of traffic safety.

27. Surface water shall be collected and road gullies shall be provided in accordance with Section 3.19 of the Recommendations for Site Development Works for Housing Areas by An Foras Forbartha. All gullies shall be fitted with suitable locking type covers or gratings.

**Reason:** In the interest of proper drainage and traffic safety.

28. Existing land and roadside drainage shall not be impaired and new entrance shall be designed and shaped to ensure the uninterrupted flow of existing roadside drainage.

**Reason:** To prevent interference with existing roadside drainage in the interest of proper development.

29. Public lighting shall be provided throughout the site to the standards laid down by the E.S.B. and to the satisfaction of the Planning Authority.

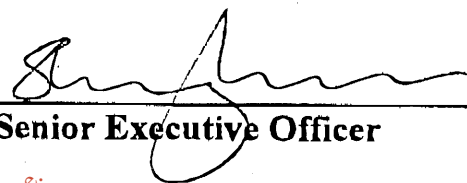
**Reason:** In the interest of traffic safety

30. Before development commences the applicant/developer shall pay to Kildare County Council the sum of € 993,220 being the appropriate contribution to be applied to this development in accordance with the Development Contributions Scheme adopted by Kildare County Council on 23rd February 2004 in accordance with Section 48 of the Planning and Development Act 2000. The amount payable under this condition shall be fully index-linked from the date of grant of permission.

**Reason:** It is considered reasonable that the development should make a contribution in respect of public infrastructure and facilities benefiting development in the area of the Planning Authority.

**Date:** 25/10/2006

Signed



Senior Executive Officer

For inspection purposes only.  
Consent of copyright owner required for any other use.

Headquarters,  
P.O. Box 3000,  
Johnstown Castle Estate  
County Wexford  
Ireland

**WASTE LICENCE**

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**Waste Licence**

**Register Number:** 124-1  
**Licensee:** Carbury Mushrooms Limited  
**Location of Facility:** Carbury, County Kildare.

# INTRODUCTION

*This introduction is not part of the licence and does not purport to be a legal interpretation of the licence.*

This licence is for the continued operation of a composting facility at Carbury, County Kildare, for the purposes of the production of compost to be used as a medium for the cultivation of mushrooms.

Carbury Mushrooms Limited will be permitted to accept horse manure and poultry manure at the facility for the production of mushroom compost. This licence requires Carbury Mushrooms Limited to implement a series of odour reduction measures at the facility. In the case where the said measures are not successful in sufficiently reducing odours the licensee will be required to enclose the composting process and to install odour control technologies at the facility over a specific timeframe. The licensee is also required to provide suitable measures at the facility for the control of surface water, foul water and noise emissions from the facility.

This licensee must manage and operate the facility to ensure that the activities do not cause environmental pollution. This licence is required to carry out regular environmental monitoring and submit all monitoring results, and a wide range of reports on the operation and management of the facility to the Agency.

This licence sets out in detail the conditions under which Carbury Mushrooms Limited will operate and manage the facility.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

# *Table of Contents*

	Page No.
<b>REASONS FOR THE DECISION</b>	<b>1</b>
<b><i>PART I ACTIVITIES LICENSED</i></b>	<b>1</b>
<b>INTERPRETATION</b>	<b>2</b>
<b><i>PART II CONDITIONS</i></b>	<b>5</b>
<b>CONDITION 1 SCOPE OF THE LICENCE</b>	<b>5</b>
<b>CONDITION 2 MANAGEMENT OF THE FACILITY</b>	<b>7</b>
<b>CONDITION 3 FACILITY INFRASTRUCTURE</b>	<b>8</b>
<b>CONDITION 4 FACILITY OPERATIONS</b>	<b>13</b>
<b>CONDITION 5 EMISSIONS</b>	<b>16</b>
<b>CONDITION 6 NUISANCES</b>	<b>17</b>
<b>CONDITION 7 MONITORING</b>	<b>18</b>
<b>CONDITION 8 CONTINGENCY ARRANGEMENTS</b>	<b>19</b>
<b>CONDITION 9 RECORDS</b>	<b>20</b>
<b>CONDITION 10 REPORTS AND NOTIFICATIONS</b>	<b>21</b>
<b>CONDITION 11 CHARGES AND FINANCIAL PROVISIONS</b>	<b>22</b>
<b>SCHEDULE A : Waste Types and Quantities</b>	<b>24</b>
<b>SCHEDULE B : Specified Engineering Works</b>	<b>24</b>
<b>SCHEDULE C : Process Control</b>	<b>24</b>
<b>SCHEDULE D : Emission Limits</b>	<b>25</b>
<b>SCHEDULE E : Monitoring</b>	<b>26</b>
<b>SCHEDULE F : Recording and Reporting to the Agency</b>	<b>30</b>
<b>SCHEDULE G: Content of the Annual Environmental Report</b>	<b>31</b>



# DECISION & REASONS FOR THE DECISION

## Reasons for the decision

### *Reasons for the Decision*

The Agency is satisfied, on the basis of the information available, that the requirements of Section 40(4) of the Waste Management Act, 1996 have been complied with in respect of the application for a waste licence for the activities listed hereunder in Part I.

In reaching this decision the Agency has considered the application and supporting documentation received from the applicant, all submissions and an objection received from other parties and the reports of its inspectors.

### *Part I Activities Licensed*

In pursuance of the powers conferred on it by the Waste Management Act, 1996, the Environmental Protection Agency (the Agency), under Section 40(1) of the said Act hereby grants this Waste Licence to Carbury Mushrooms Limited to carry on the waste activity listed below at Carbury, County Kildare subject to conditions, with the reasons therefor and the associated schedules attached thereto set out in the licence.

Licensed Waste Recovery Activities, in accordance with the Fourth Schedule of the Waste Management Act 1996

<b>Class 2.</b>	<b>Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological transformation processes).</b> This activity is limited to the production of mushroom compost at the facility.
-----------------	---

# INTERPRETATION{tc "INTERPRETATION" \fC \l 1 }

All terms in this licence should be interpreted in accordance with the definitions in the Waste Management Act, (the Act), unless otherwise defined in this section.

<b>Aerosol</b>	A suspension of solid or liquid particles in a gaseous medium.
<b>Adequate lighting</b>	20 lux measured at ground level.
<b>Agreement</b>	Agreement in writing.
<b>Annually</b>	At approximately twelve monthly intervals.
<b>Attachment</b>	Any reference to Attachments in this licence refers to attachments submitted as part of the waste licence application.
<b>Application</b>	The application by the licensee for this waste licence.
<b>Appropriate facility</b>	A waste management facility, duly authorised under relevant law and technically suitable.
<b>Bale dunking tank</b>	Tank within which straw bales are immersed in goodie water.
<b>Bi – Annual</b>	Twice per year at intervals of 6 months.
<b>Clamp</b>	A mixture of the composting raw materials collected in a heap (similar to a windrow) at the start of Phase I composting.
<b>Condition</b>	A condition of this licence.
<b>Containment boom</b>	A boom which can contain spillages and prevent them from entering drains or watercourses.
<b>Daytime</b>	8.00 a.m. to 10.00 p.m.
<b>Documentation</b>	Any report, record, result, data, drawing, proposal, interpretation or other document in written or electronic form which is required by this licence.
<b>Drawing</b>	Any reference to a drawing or drawing number means a drawing or drawing number contained in the application, unless otherwise specified in this licence.
<b>Emergency</b>	Those occurrences defined in Condition 8.4.
<b>Emission Limits</b>	Those limits, including concentration limits and deposition levels established in <i>Schedule D: Emissions Limits</i> , of this licence.
<b>European Waste Catalogue (EWC)</b>	A harmonised, non-exhaustive list of wastes drawn up by the European Commission and published as Commission Decision 94/3/EC and any subsequent amendment published in the Official Journal of the European Community.
<b>Goodie Water / Process Water</b>	Water that has been used in the composting process and for washing or flushing at the facility.
<b>Goodie water storage tank</b>	Tank for the storage of goodie water.

<b>Incident</b>	The following shall constitute an incident for the purposes of this licence. (a) an emergency; (b) any emission which does not comply with the requirements of this licence; (c) any trigger level specified in this licence which is attained or exceeded; and, (d) any indication that environmental pollution has, or may have, taken place.
<b>Intermediate Compost</b>	The compost material formed at the blending line and up to the final product is produced at the end of Phase II.
<b>Licence</b>	A Waste Licence issued in accordance with the Act.
<b>Licensee</b>	Carbury Mushrooms Limited.
<b>Liquid Waste</b>	Any waste in liquid form and containing less than 2% dry matter. Any waste tankered to the facility.
<b>Maintain</b>	Keep in a fit state, including such regular inspection, servicing and repair as may be necessary to adequately perform its function.
<b>Mobile Plant</b>	Self-propelled machinery used for the emplacement of wastes or for the construction of specified engineering works.
<b>Monthly</b>	A minimum of 12 times per year, at approximately monthly intervals.
<b>Night-time</b>	10.00 p.m. to 8.00 a.m.
<b>Phase I Composting</b>	The phase of compost production that commences with the breaking of straw bales through to when the intermediate compost is placed into a pasteurisation tunnel. The pre-wetting of straw bales is not considered part of the Phase I composting process.
<b>Phase II Composting</b>	The phase of compost production that commences when the intermediate compost is placed into a pasteurisation tunnel through to its removal from the pasteurisation tunnel and inoculation with mushroom spawn.
<b>Recyclable Materials</b>	Those waste types, such as cardboard, plastics, batteries, gas cylinders, etc, which may be recycled.
<b>Quarterly</b>	At approximately three monthly intervals.
<b>Sample(s)</b>	Unless the context of this licence indicates to the contrary, samples shall include measurements by electronic instruments.
<b>Sludge</b>	The accumulation of solids resulting from chemical coagulation, flocculation and/or sedimentation after water or wastewater treatment with between 2% and 14% dry matter.
<b>Specified Emissions</b>	Those emissions listed in <i>Schedule D: Emission Limits</i> , of this licence.
<b>Specified Engineering Works</b>	Those engineering works listed in <i>Schedule B: Specified Engineering Works</i> , of this licence.
<b>Trigger Level</b>	A parameter value specified in the licence, the achievement or exceedance of which requires certain actions to be taken by the licensee.

**EPA Working Day** Refers to the following hours: 9.00 a.m. to 5.30 p.m. Monday to Friday inclusive.

For inspection purposes only.  
Consent of copyright owner required for any other use.

# ***PART II CONDITIONS***<sub>{tc " Part II CONDITIONS " \f C \l 1}</sub>

## **CONDITION 1 SCOPE OF THE LICENCE**

- 1.1. Waste activities at the facility shall be restricted to those listed and described in Part I: Activities Licensed and authorised by this licence.
- 1.2. For the purposes of this licence, the facility is the area of land outlined in red on the drawing entitled "Proposed Site Layout Plan" dated 23<sup>rd</sup> February 1999 as part of the application. Any reference in this licence to "facility" shall mean the area thus outlined in red.
- 1.3. On-site deliveries of wastes and raw materials shall be confined to the hours of 08.00 and 20.00 hours Monday to Saturday. There shall be no on-site delivery of wastes or raw materials on Sundays or Bank Holidays.
- 1.4. This licence is for the purposes of waste licensing under the Waste Management Act 1996 only and nothing in this licence shall be construed as negating the licensee's statutory obligations or requirements under any other enactments or regulations.
- 1.5. Only waste used for the production of Mushroom Compost may be recovered at the facility subject to the maximum quantities and other constraints listed in *Schedule A: Waste Types & Quantities*, of this licence.
- 1.6. Where the Agency considers that a non-compliance with any condition of this licence has occurred, it may serve a notice on the licensee specifying:
  - 1.6.1 That only those wastes as specified, if any, in the notice are to be accepted at the facility after the date set down in the notice.
  - 1.6.2 That the licensee shall undertake the works stipulated in the notice, and/or otherwise comply with the requirements of the notice as set down therein, within the time-scale contained in the notice.
  - 1.6.3 That the licensee shall carry out any other requirement specified in the notice.
  - 1.6.4 When the notice has been complied with, the licensee shall provide written confirmation that the requirements of the notice have been carried out. No waste, other than that which is stipulated in the notice, shall be accepted at the facility until written permission is received from the Agency.
- 1.7. Every plan, programme or proposal submitted to the Agency for its agreement pursuant to any Condition of this licence shall include a proposed timescale for its implementation. The Agency may modify or alter any such plan, programme or proposal in so far as it considers such modification or alteration to be necessary and shall notify the licensee in writing of any such modification or alteration. Every such plan, programme or proposal shall be carried out within the timescale fixed by the Agency but shall not be undertaken without the agreement of the Agency. Every such plan, programme or proposal agreed by the Agency shall be covered by the conditions of this licence.

**REASON:** *To clarify the scope of this licence.*



For inspection purposes only.  
Consent of copyright owner required for any other use.

## CONDITION 2 MANAGEMENT OF THE FACILITY

### 2.1 Facility Management

- 2.1.1 The licensee shall employ a suitably qualified facility manager with experience commensurate with the level of expertise required who shall be designated as the person in charge. The facility manager or a nominated, suitably qualified and experienced, deputy shall be present on the facility at all times during its operation.
- 2.1.2 The licensee shall ensure that personnel performing specifically assigned tasks shall be qualified on the basis of appropriate education, training and experience, as required and shall be aware of the requirements of this licence.

### 2.2 Management Structure

- 2.2.1 Within three months from the date of grant of this licence, the licensee shall submit written details of the management structure of the facility to the Agency. Any proposed replacement in the management structure shall be notified in advance in writing to the Agency. Written details of the management structure shall include the following information.
- a) the names of all persons who are to provide the management and supervision of the waste activities authorised by the licence, in particular the name of the facility manager and any nominated deputies;
  - b) details of the responsibilities for each individual named under a) above; and
  - c) details of the relevant education, training and experience held by each of the persons nominated under a) above.

### 2.3 Environmental Management System (EMS)

- 2.3.1 The licensee shall establish and maintain an EMS. Within eighteen months from the date of grant of this licence, the licensee shall submit to the Agency for its agreement a proposal for a documented Environmental Management System (EMS) for the facility. Following the agreement of the Agency, the licensee shall establish and maintain such a system. The EMS shall be updated on an annual basis with amendments being submitted to the Agency for its agreement.

- 2.3.2 The EMS shall include as a minimum the following elements:

#### 2.3.2.1 Schedule of Environmental Objectives and Targets

The objectives should be specific and the targets measurable. The Schedule shall address a five-year period as a minimum. The Schedule shall include a time-scale for achieving the objectives and targets and shall comply with any other written guidance issued by the Agency.

#### 2.3.2.2 Environmental Management Plan (EMP)

The EMP shall include, as a minimum, the following:

- (i) methods by which the objectives and targets will be achieved and the identification of those responsible for achieving those objectives and targets;

- (ii) any other items required by written guidance issued by the Agency.

#### 2.3.2.3 Corrective Action Procedures

The Corrective Action Procedures shall detail the corrective actions to be taken should any of the procedures detailed in the EMS not be followed.

#### 2.3.2.4 Awareness and Training Programme

The Awareness and Training Programme shall identify training needs, for personnel who work in or have responsibility for the licensed facility.

### 2.4 Communications Programme

- 2.4.1 Within three months of the date of grant of this licence, the licensee shall establish and maintain a Communications Programme to inform and involve the local community and ensure that members of the public can obtain information at the facility, at all reasonable times, concerning the environmental performance of the facility.

**REASON:** To make provision for the proper 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 FACILITY INFRASTRUCTURE

- 3.1 The licensee shall establish all infrastructure referred to in this licence as required by the conditions of this licence.

### 3.2 Specified Engineering Works

- 3.2.1 The licensee shall submit proposals for all Specified Engineering Works, as defined in *Schedule B: Specified Engineering Works*, of this licence to the Agency for its agreement at least one month prior to the intended date of commencement of any such works. No such works shall be carried out without the prior agreement of the Agency.
- 3.2.2 All specified engineering works shall be supervised by a competent person(s) and that person, or persons, shall be present at all times during which relevant works are being undertaken.
- 3.2.3 Following the completion of all specified engineering works, the licensee shall complete a construction quality assurance validation. The validation report shall be made available to the Agency on request. The report shall include the following information;
  - a) a description of the works;
  - b) as-built drawings of the works;
  - c) records and results of all tests carried out (including failures);
  - d) drawings and sections showing the location of all samples and tests carried out;
  - e) daily record sheets/diary;
  - f) name(s) of contractor(s)/individual(s) responsible for undertaking the specified engineering works;

- g) name(s) of individual(s) responsible for supervision of works and for quality assurance validation of works;
- h) records of any problems and the remedial works carried out to resolve those problems; and
- i) any other information requested in writing by the Agency.

### 3.3 Facility Notice Board

3.3.1 The licensee shall provide and maintain a Facility Notice Board on the facility so that it is legible to persons outside the main entrance to the facility. The minimum dimensions of the board shall be 1200 mm by 750 mm.

3.3.2 The board shall clearly show:

- a) the name and telephone number of the facility;
- b) the name of the licence holder;
- c) an emergency out of hours contact telephone number;
- d) the licence reference number; and
- e) where and when environmental information relating to the facility can be obtained.

### 3.4 Facility Security

3.4.1 The licensee shall install and maintain stockproof fencing along the boundary of the facility and shall provide security gates at all entrances to the facility.

### 3.5 Facility Roads/Surfaces

3.5.1 Within three months of the date of grant of this licence the licensee shall arrange for a suitably qualified independent engineer to complete a survey of all road/yard surfaces and drains at the facility and this survey shall include as a minimum the following details:

- (i) The integrity of all road/yard surfaces and drains.
- (ii) The slopes and drainage system for all roads/surfaces, drains and roofed areas.
- (iii) The delineation of road/yard surfaces where contaminated and uncontaminated water arises.
- (iv) The information derived above shall be clearly identified on a site map as per Condition 10.3.
- (v) Recommendations for the repair of yard surfaces to ensure that they are impervious to groundwater infiltration.

3.5.2 Within nine months of the date of grant of this licence, the licensee shall ensure that all surfaced areas where contaminated surface water or goodie water arise are impermeable.

3.5.3 The licensee shall ensure that all drains are suitable for use or decommissioned as soon as is practical.

3.5.4 Within nine months of the date of grant of this licence the licensee shall construct a minimum 150mm high kerb around the areas where contaminated surface water or goodie water arise. The kerb shall be constructed so as to prevent any emissions to ground or surface water.

### 3.6 Facility Office

3.6.1 The licensee shall provide and maintain an office at the facility. The office shall be constructed and maintained in a manner suitable for the processing and storing of documentation.

3.6.2 The licensee shall provide and maintain a working telephone and a method for electronic transfer of information at the facility.

### 3.7 Storage Areas For Horse Manure, Poultry Manure and Gypsum.

3.7.1 Within nine months of the date of grant of this licence, the licensee shall provide an enclosed building or structure for the dry storage of horse manure, poultry manure, and gypsum.

### 3.8 Weighbridge

3.8.1 The licensee shall maintain the existing weighbridge at the facility.

### 3.9 Wheel Cleaning

3.9.1 Within three months of the date of grant of this licence the licensee shall establish and maintain wheel-cleaning facilities at the facility. These facilities shall be used by all vehicles leaving the facility.

3.9.2 All water from the wheel cleaning area shall drain to the goodie water system.

### 3.10 Tank and Drum Storage Areas

3.10.1 With the exception of clean water storage tanks, all tank and drum storage areas shall be rendered impervious to the materials stored therein.

3.10.2 All tank and drum storage areas shall, as a minimum, be bunded, either locally or remotely, to a volume not less than the greater of the following:

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

3.10.3 All drainage from bunded areas shall be diverted for collection and safe disposal.

3.10.4 All inlets, outlets, vent pipes, valves and gauges must be within the bunded area.

3.10.5 The integrity and water tightness of all the storage tanks, sumps and bunds and their resistance to penetration by water or other materials stored therein shall be confirmed by the licensee and shall be reported to the Agency. This confirmation shall be completed within six months of the date of grant of this licence and at least once every three years thereafter and reported to the Agency on each occasion or following the installation of any new bunds and prior to their use as a storage area.

### 3.11 Odour Control Infrastructure

3.11.1 The licensee shall ensure that the following programme of works shall be carried out to minimise odour emissions from the facility. The programme of works shall proceed based on the following:

- (i) Within nine months of the date of grant of this licence, the licensee shall provide adequate aerated floor facilities for use in the Phase I and II composting process.



- (ii) Within twelve months of the date of grant of this licence, the bale breaking line and the blending line shall be enclosed.
- (iii) Within one month of the date of grant of this licence a system of submerged aerator(s) shall be all installed in each of the goodie/process water storage tanks at the facility.
- (iv) Unless otherwise agreed by the Agency, the licensee shall within twelve months of the date of grant of this licence the licensee shall enclose all goodie water storage tanks and provide appropriate odour filtration systems placed at outlet vents on all goodie/process water storage tanks.

3.11.2 Within eighteen months of the date of grant of this licence the licensee shall submit a report assessing the effectiveness of the odour control measures implemented at the facility.

3.11.3 Unless otherwise agreed by the Agency and taking account of the findings of the report under Condition 3.11.2 the licensee shall ensure that the following programme of works shall be carried out to minimise odour emissions from the facility. The programme of works shall proceed based on the following:

- (i) Within twenty four months of the date of grant of this license all of the Phase I production process shall be carried out in fully enclosed buildings.
- (ii) Within thirty months of the date of grant of this license, the licensee shall provide a system for the collection of all air emissions from the following sources: (i) goodie/process water storage tanks, (ii) bale breaking/blending line, (iii) manure storage and (iv) Phase 1 process. Negative pressure shall be maintained throughout all areas where the compost process occurs to ensure that there is no significant escape of fugitive odours.
- (iii) Within forty two months of the date of grant of this license the licensee shall ensure that all air emissions from the composting process are passed through an appropriate abatement system to be agreed by the Agency.

3.11.4 All structures used for storing raw materials shall be constructed so that all doors shall be close fitting and personnel doors shall be fitted with self-closing mechanisms. Doors other than personnel doors shall have closing mechanisms fitted such that collection/delivery vehicles or personnel cannot over-ride them and leave doors open during these services.

3.11.5 The licensee shall ensure that all doors of buildings/structures on-site remain shut where practically possible.

### 3.12 Surface Water Management

3.12.1 Within twelve months of the date of grant of this licence effective surface water management infrastructure shall be provided and maintained at the facility. As a minimum, the infrastructure shall consist of the following:

- a) a rainwater collection and drainage system for all buildings on-site and this shall include the diversion of all roof water and run-off from all non-contaminated impervious areas of the site;
- b) the system shall be designed so as no contaminated water may enter the surface water drainage system;
- c) the system may be designed so as rainwater may be diverted to the on-site water storage tanks for use in the process;

- d) all clean surface water collected at the facility shall be discharged to the piped stream at locations to be agreed by the Agency; and
- e) all goodie water not used in the process cannot be discharged or transported off-site without the prior agreement of the Agency.

### 3.13 Goodie/process Water Management

3.13.1 Effective goodie water management infrastructure shall be provided and maintained at the facility. As a minimum, the infrastructure shall be capable of the following:

- a) the collection of all goodie water and any contaminated water which may arise at the facility and drainage to the on-site storage tanks/sumps;
- b) The screening of all goodie water prior to entering any enclosed drain/pipe;
- c) An effective drainage system so as to prevent the ponding of goodie water on the yard(s) at the facility;
- d) The maintenance of a freeboard of at least 1m on all goodie water storage tanks;
- e) The installation of high level alarms on all of the goodie water storage tanks; and
- f) All yard areas that give rise to goodie/process water shall be cleaned at least twice daily and appropriate records maintained.

### 3.14 Sewage Treatment

3.14.1 The licensee shall provide and maintain a sewage treatment plant, incorporating phosphorous removal to treat all sewage arising at the facility.

3.14.2 Within three months of the date of grant of this licence, the licensee shall submit to the Agency for its agreement, a report evaluating (i) the suitability of the existing percolation area in accordance with the criteria set out in the Agencies Wastewater Treatment Manual, Treatment Systems for Single Houses and (ii) the suitability of discharging treated effluent into piped stream.

### 3.15 Noise Control

3.15.1 Unless otherwise agreed by the Agency, the licensee shall ensure that the bagging machine and all air ventilation systems and motors at the facility shall be designed, specified and enclosed, as appropriate, so as to minimise noise emissions.

### 3.16 Continuous monitoring system

3.16.1 Within twelve months of the date of grant of this licence a continuous monitoring system shall be installed and maintained at the facility. All facility operations to be monitored continuously shall revert to manual monitoring in the event of a break in power supply or during maintenance. As a minimum the system shall record and relay the following information:

- (i) temperature and oxygen content of the compost at all stages during its production;
- (ii) the level of liquid in all of the on-site storage tanks/sumps;
- (iii) dissolved oxygen levels in goodie water storage tanks; and

(iv) odour abatement control parameters to be agreed by the Agency to be measured following the installation of the odour abatement system.

3.17 Within six months of the date of grant of this licence, the licensee shall carry out an investigation into the extent of contamination in the vicinity of the waste oil store as outlined in Attachment C6 (Phase 1 Hydrogeological Assessment) of the application form. The licensee shall carry out any remedial actions deemed necessary within a timeframe to be agreed by the Agency.

### 3.18 Monitoring Infrastructure

#### 3.18.1 Surface Water / Groundwater

(i) Within three months from the date of grant of this licence, the licensee shall install a sampling port to allow for the sampling and analysis of the discharge from the sewage treatment plant at a location to be agreed by the Agency.

(ii) Within six months from the date of grant of this licence, the licensee shall submit a report that assesses the suitability of the existing groundwater production wells for the sampling and analyses of monitoring of groundwater as set out in *Schedule E: Monitoring*, of this licence. If this assessment proves negative, the licensee shall upgrade/replace these wells within twelve months of the date of grant of this licence such that they are suitable for use.

### 3.19 Replacement of Infrastructure

(i) Monitoring infrastructure which is damaged or proves to be unsuitable for its purpose shall be replaced within three months of it being damaged or recognised as being unsuitable.

**REASON:** To provide appropriate infrastructure for the protection of the environment.

## CONDITION 4 FACILITY OPERATIONS

### 4.1 Waste/Raw Material Acceptance

4.1.1 All wastes accepted at the facility shall be in fully covered trailers/containers.

4.1.2 The licensee shall implement procedures to ensure that waste accepted at the facility is processed as soon as possible after its arrival at the facility.

4.1.3 Poultry manure or horse manure with a moisture content of < 35% and < 70% (but not <40%) respectively shall only be accepted at the facility.

4.1.4 The source of the gypsum accepted at the facility must be agreed in advance with the Agency.

4.1.5 Any waste deemed unsuitable for processing at the facility and/or in contravention of this licence shall be immediately separated and removed from the facility at the earliest possible time to an appropriate facility agreed by the Agency. Temporary storage of such wastes shall be in fully enclosed containers to avoid putrefaction, odour generation, the attraction of vermin and any other nuisance or objectionable condition.

4.1.6 All waste imported into/exported from Ireland shall have the appropriate documentation.

- 4.1.7 Waste shall only be accepted at the facility, from customers who are holders of a Waste Permit under the Waste Management (Collection Permit) Regulations 2001 where required.
- 4.2 Composting Process
- 4.2.1 Within three months of the date of grant of this licence, all pre-wetting of bales shall be by means of dunking into goodie/fresh water.
- 4.2.2 Within nine months of the date of grant of this licence, all Phase I and Phase II composting and intermediate compost storage shall take place on aerated pads/bunkers.
- 4.2.3 Recycled (aerated / oxygenated) goodie water shall not be applied in a fine spray to the straw bales or pre-wet material
- 4.2.4 All bales shall be broken open and material placed on aerated area within 3 days of dunking.
- 4.2.5 All composting processes shall be executed in accordance with the treatment regime outlined in *Schedule C: Process Control*, of this licence.
- 4.2.6 Composting operations, including the storage of any composted material, shall only be undertaken on impervious hardstanding.
- 4.2.7 Any pre-mixing of poultry manure and gypsum shall be carried out in an enclosed building or structure. This mixture must be kept dry prior to its addition to straw.
- 4.2.8 The licensee shall ensure that the moisture content of the compost material at the end of the pre-wetting and/or Phase I stages does not exceed 75%.
- 4.2.9 A minimum oxygen content of 5% shall be maintained in all Phase I and II compost.
- 4.2.10 Poultry manure and/or horse manure shall not be applied as a single application during pre-wetting. No more than 75% of the total poultry or horse manure application (remaining following the substitution of fifteen percent by Urea), shall be applied in any three day period. Records must be kept of the amounts of all animal manure and urea used at this facility.
- 4.2.11 Goodie water may only be added to the on-site dunking water tank for use in the pre-wetting process. Goodie water shall not be added to any other part of the process.
- 4.3 Landscaping
- 4.3.1 Within twelve months of the date of grant of this licence, the licensee shall submit proposals for the effective screening of the facility. The proposals shall include a detailed plan and timeframes for planting along the boundary of the facility.
- 4.3.2 The licensee shall assess the need for additional screening around the facility on an annual basis. The assessment shall be completed during the winter period each year.
- 4.4 Facility Controls
- 4.4.1 Gates shall be locked shut when the facility is unsupervised.
- 4.4.2 The licensee shall provide and use adequate lighting during the operation of the facility in hours of darkness.
- 4.4.3 Fuels shall only be stored at appropriately banded locations on the facility.

- 4.4.4 All tanks and drums shall be labelled to clearly indicate their contents.
- 4.4.5 All goodie water storage tanks shall be aerated on a continuous basis following the installation of aerators in the tanks.
- 4.5 Off-site Disposal and Recovery
- 4.5.1 Waste sent off-site for recovery or disposal shall only be conveyed by a waste contractor agreed by the Agency.
- 4.5.2 All waste transferred from the facility shall only be transferred to an appropriate facility agreed by the Agency.
- 4.5.3 All wastes removed off-site for recovery or disposal shall be transported from the facility to the consignee in a manner which will not adversely affect the environment.
- 4.6 Maintenance
- 4.6.1 All treatment/abatement and emission control equipment shall be calibrated and maintained, in accordance with the instructions issued by the manufacturer/supplier or installer. Written records of the calibrations and maintenance shall be made and kept by the licensee.
- 4.6.2 Within three months of the date of grant of this licence, the licensee shall maintain and clearly label and name all sampling and monitoring locations.
- 4.6.3 The goodie water and surface drainage systems shall be inspected twice weekly and cleaned as required. Silt, stones and other accumulated material shall be removed as required to ensure the free movement of water in the systems.[EU1]
- 4.7 Goodie Water Storage tank[EU2]
- 4.7.1 All liquid entering the storage tank shall be screened.
- 4.7.2 The screens shall be cleaned on a daily basis and the material returned to the composting process.
- 4.7.3 All solid matter shall be removed from the storage tank every four months or at such other intervals required by the Agency.
- 4.7.4 Fresh water shall not be used to increase the volume of goodie water in the goodie water storage tank.
- 4.7.5 The volume of water in the goodie water storage tank shall be the minimum that is required for maintaining a consistent throughput of compost.
- 4.8 Urea Substitution Programme
- 4.8.1 The licensee shall introduce a programme for the substitution of poultry manure with urea. The urea should be added to the pre-wet clamps and mixed into the clamps, at the commencement of the composting process.
- 4.8.2 The Urea substitution programme shall achieve
- (i) a 5% reduction in the amount of poultry added within 1 month of the date of grant of this licence; and
  - (ii) a substitution rate of at least 15% within 6 months of date of grant of this licence.



**REASON:** To provide for appropriate operation of the facility to ensure protection of the environment.

## CONDITION 5 EMISSIONS

- 5.1. No specified emission from the facility shall exceed the emission limit values set out in *Schedule D: Emission Limits*, of this licence. There shall be no other emissions of environmental significance.
- 5.2. The licensee shall ensure that the activities shall be carried out in a manner such that emissions do not result in significant impairment of, or significant interference with the environment beyond the facility boundary.
- 5.3. Boilers shall be operated on heavy fuel oil (sulphur content < 1%) and so as to give a smoke colour less than or equal to shade number 1 on the Ringelmann chart except during times of start-up. Such start-up periods shall not exceed 30 minutes in any one 24 hour period. Boiler combustion efficiency shall be tested annually and the results reported as part of the AER.
- 5.4. Emission limit values for emissions to atmosphere in this licence shall be interpreted in the following way:-
- 5.4.1 Non-Continuous Monitoring
- (i) For any parameter where, due to sampling/analytical limitations, a 30 minute samples is inappropriate, a suitable sampling period should be employed and the value obtained therein shall not exceed the emission limit value;
  - (ii) For all other parameters, no 30 minute mean value shall exceed the emission limit value;
  - (iii) For flow, no hourly or daily mean value shall exceed the emission limit value; and
  - (iv) The concentration limits for emissions to atmosphere specified in this licence shall be achieved with the introduction of dilution air and shall be based on gas volumes under standard conditions of Temperature 273K, Pressure 101.3kPA, dry gas; 3% oxygen.
- 5.5. Emissions to Surface Water
- 5.5.1 No goodie water or contaminated surface water shall be discharged to surface waters.
- 5.5.2 No substance shall be discharged in a manner, or at a concentration which, following initial dilution causes tainting of fish or shellfish.
- 5.5.3 Fats, oils and grease shall not be present in the treated sewage effluent at levels such as to form visible films on the river bed, benthic biota or food resources.
- 5.5.4 Surface water run-off shall pass through appropriately sized silt traps prior to discharge from the facility.
- 5.5.5 Following the completion of the surface water management infrastructure required by Condition 3.12, there shall only be a maximum of two surface water discharges from the facility, i.e. FMW1, FMW2 to the piped stream, which ultimately discharges to the Cushaling River.

## 5.6. Noise Emissions

- 5.6.1 There shall be no clearly audible tonal or impulsive component in the noise emissions from the facility at any noise sensitive location.
- 5.6.2 The licensee shall ensure that low noise emitting plant be used at the facility where possible and that all plant and machinery shall be maintained so as to minimise noise emissions.

## 5.7. Odour Trigger Levels

- 5.7.1 Within three months of the date of grant of this licence, and based on monitoring information from the facility the licensee shall agree trigger levels for Hydrogen Sulphide (H<sub>2</sub>S) and Dimethyl Sulphide (DMS) levels monitored at the Phase I clamps/bunkers and at the goodie water storage tanks.
- 5.7.2 In the event that monitoring in accordance with Schedule C: Process Control, of this licence, indicate a breach of the trigger levels as agreed under Condition 5.7.1 the licensee shall take the following remedial measures:
- (a) avoid anaerobic compost conditions by reducing compost moisture, and/or poultry manure additions;
  - (b) increase the aeration of the compost by increased airflow and/or more frequent turning of the compost; and
  - (c) any other actions as may be deemed necessary by the Agency.

**REASON:** To control emissions from the facility and provide for the protection of the environment.

## CONDITION 6 NUISANCES

- 6.1 The licensee shall ensure that vermin, birds, flies, mud, dust, litter noise and odours do not give rise to nuisance at the facility or in the immediate area of the facility. Any method used by the licensee to control any such nuisance shall not cause environmental pollution.
- 6.2 The road network in the vicinity of the facility and all facility roads and surfaces shall be kept free from any debris caused by vehicles entering or leaving the facility. Any such debris or deposited materials shall be removed without delay.
- 6.3 The licensee shall implement a pest control programme at the facility for the control of birds, rats, insects at the facility.
- 6.4 The licensee shall ensure that all vehicles delivering waste to and removing waste and materials from the facility are appropriately covered.
- 6.5 No wastes shall be burnt at the facility.
- 6.6 Dust Control
- 6.6.1 In dry weather, site roads and any other areas used by vehicles shall be sprayed with clean water as and when required to minimise airborne dust nuisance.

**REASON:** To provide for the control of nuisances.

## CONDITION 7 MONITORING

- 7.1. The licensee shall carry out such monitoring and at such locations and frequencies as set out in *Schedule E: Monitoring*, of this licence and as specified in this licence. Unless otherwise specified by this licence, all environmental monitoring shall commence no later than six months after the date of grant of this licence.
- 7.2. The licensee shall amend the frequency, locations, methods and scope of monitoring as required by this licence only upon the written instruction of the Agency and shall provide such information concerning such amendments as may be requested in writing by the Agency. Such alterations shall be carried out within any timescale nominated by the Agency.
- 7.3. Monitoring and analysis equipment shall be operated and maintained in accordance with the manufacturers' instructions (if any) so that all monitoring results accurately reflect any emission, discharge or environmental parameter.
- 7.4. The licensee shall provide safe and permanent access to all on-site sampling and monitoring points and to off-site points as required by the Agency.
- 7.5. Water Monitoring
- 7.5.1 Within three months of the date of grant of this licence, the licensee shall monitor the volume of non-process water (e.g. clean rainwater, mains or abstracted surface/ground water) used on site each day and shall provide a break down of the source of the water used.
- 7.6 Manure Monitoring
- 7.6.1 A monitoring programme to be agreed by the Agency must be put in place to measure the moisture content of animal manure being used at the facility.
- 7.7 Groundwater Monitoring
- 7.7.1 Subject to the agreement of the well owners, all private wells within 250m of the facility shall be included in the monitoring programme set out in *Schedule E: Monitoring*, of this licence.
- 7.8 Meteorological Monitoring
- 7.8.1 Within six months of the date of grant of this licence, the licensee shall provide infrastructure facility capable of monitoring the parameters listed in *Schedule E: Monitoring*, of this licence.
- 7.8.2 Within one month of the date of grant of this licence the licensee shall provide a windsock at the facility for the purpose of indicating wind direction.
- 7.9 Biological Assessment
- 7.9.1 A biological assessment of the stream that flows adjacent to the facility shall be undertaken within six months of the date of grant of this licence and every two years thereafter. This assessment shall use appropriate biological methods such as the EPA Q-rating system for the assessment of rivers and streams. The location of monitoring points shall be agreed by the Agency.
- 7.10 Nuisance Monitoring
- 7.10.1 The licensee shall, during the morning on daily basis, inspect the facility and its immediate surrounds for nuisances caused by litter, vermin, birds, flies, mud, dust and

odours. Subjective daily odour assessments shall be carried out by site personnel either prior to, or immediately following their arrival on-site.

**REASON:** To ensure compliance with the conditions of this licence by provision of a satisfactory system of monitoring of emissions.

## CONDITION 8 CONTINGENCY ARRANGEMENTS

- 8.1. Unless otherwise notified in writing by the Agency, in the event that any monitoring, sampling or observations indicate that an incident has, or may have, taken place, the licensee shall immediately:
- a) identify the date, time and place of the incident;
  - b) carry out an immediate investigation to identify the nature, source and cause of the incident and any emission arising therefrom;
  - c) isolate the source of any such emission;
  - d) evaluate the environmental pollution, if any, caused by the incident;
  - e) identify and execute measures to minimise the emissions/malfunction and the effects thereof; and
  - f) provide a proposal to the Agency for its agreement within one month of the incident occurring to:
    - i) identify and put in place measures to avoid reoccurrence of the incident.
    - ii) identify and put in place any other appropriate remedial action.
- 8.2. The licensee shall, within twelve months of the date of grant of this licence, submit a written Emergency Response Procedure (ERP) to the Agency for its agreement. The ERP shall address any emergency situations which may originate on the facility and shall include provision for minimising the effects of any emergency on the environment. This shall include a risk assessment to determine the requirements at the facility for fire fighting and fire water retention facilities. The Fire Authority shall be consulted by the licensee during this assessment.
- 8.3. The licensee shall have in storage an adequate supply of containment booms and/or suitable absorbent material to contain and absorb any spillage at the facility. Once used the absorbent material shall be disposed of at an appropriate facility.
- 8.4. Emergencies
- 8.4.1 All significant spillages occurring at the facility shall be treated as an emergency and immediately cleaned up and dealt with so as to alleviate their effects.
  - 8.4.2 No waste shall be burnt within the boundaries of the facility. A fire at the facility shall be treated as an emergency and immediate action shall be taken to extinguish it and notify the appropriate authorities.
  - 8.4.3 In the event that monitoring of local wells indicates that the facility is having a significant adverse effect on the quantity and/or quality of the water supply this shall be treated as an emergency and the licensee shall provide an alternative supply of water to those affected.

**REASON:** To ensure compliance with the conditions of this licence by provision of a satisfactory system of monitoring of emissions.

## CONDITION 9 RECORDS

- 9.1 The licensee shall keep the following documents at the facility office.
- the current waste licence relating to the facility;
  - the current EMS for the facility;
  - the previous year's AER for the facility; and
  - all written procedures produced by the licensee which relate to the licensed activities.
- 9.2 The licensee shall maintain a written record for each load (including any contaminated/goodie water removed off-site) of waste arriving at and departing from the facility. The licensee shall record the following:
- the date;
  - the name of the carrier (including if appropriate, the waste carrier registration details);
  - the vehicle registration number;
  - the name of the producer(s)/collector(s) of the waste as appropriate;
  - a description of the waste including the associated EWC codes;
  - the quantity of the waste, recorded in tonnes;
  - the name of the person checking the load;
  - where loads or wastes are removed or rejected, details of the date of occurrence, the types of waste and the facility to which they were removed; and,
  - TFS documentation where relevant.
- 9.3 Written Records
- The following written records shall be maintained by the licensee:
- the types and quantities of waste recovered at the facility each year. These records shall include the relevant EWC Codes;
  - the quantities of Phase II and Phase III compost produced each year;
  - the quantity of manure used at the facility, including details of daily usage amounts;
  - records of when yard surfaces at the facility were cleaned;
  - copies of compost quality monitoring results for the facility for the preceding twelve months;
  - all training undertaken by facility staff;
  - results of all integrity tests of bunds and other structures and any maintenance or remedial work arising from them;
  - details of all nuisance inspections;
  - details of all surface water and goodie water system inspections;



- j) details of all process control parameters that are routinely monitored;
  - k) details of all waste materials and finished product that are removed off-site; and
  - l) the names and qualifications of all persons who carry out all sampling and monitoring as required by this licence and who carry out the interpretation of the results of such sampling and monitoring.
- 9.4 The licensee shall maintain a written record of all complaints relating to the operation of the activity. Each such record shall give details of the following:
- a) date and time of the complaint;
  - b) the name of the complainant;
  - c) details of the nature of the complaint;
  - d) actions taken on foot of the complaint and the results of such actions; and,
  - e) the response made to each complainant.
- 9.5 A written record shall be kept at the facility of the programme for the control and eradication of vermin at the facility. These records shall include as a minimum the following:
- a) details of the rodenticide(s) used;
  - b) operator training details;
  - c) details of any infestations; and,
  - d) mode, frequency, location and quantity of application.

**REASON:** To provide for the keeping of proper records of the operation of the facility.

## CONDITION 10 REPORTS AND NOTIFICATIONS

- 10.1 Unless otherwise agreed by the Agency, all reports and notifications submitted to the Agency shall:
- a) be sent to Administration, Office of Environmental Enforcement at the Agency's headquarters;
  - b) comprise one original and two copies unless additional copies are required;
  - c) be formatted in accordance with any written instruction or guidance issued by the Agency;
  - d) include whatever information as is specified in writing by the Agency;
  - e) be identified by a unique code, indicate any modification or amendment, and be correctly dated to reflect any such modification or amendment;
  - f) be submitted in accordance to the relevant reporting frequencies specified by this licence, such as in *Schedule F: Recording and Reporting*, of this licence;
  - g) be accompanied by a written interpretation setting out their significance in the case of all monitoring data; and

- h) be transferred electronically to the Agency's computer system if required by the Agency.
- 10.2 In the event of an incident occurring on the facility, the licensee shall:
- a) notify the Agency as soon as practicable and in any case not later than 10.00 am the following working day after the occurrence of any incident;
  - b) submit a written record of the incident, including all aspects described in Condition 10.1(a-h), to the Agency as soon as practicable and in any case within five working days after the occurrence of any incident;
  - c) in the event of any incident which relates to discharges to surface water, notify the Southern Regional Fisheries Board as soon as practicable and in any case not later than 10:00am on the following working day after such an incident; and
  - d) Should any further actions be taken as a result of an incident occurring, the licensee shall forward a written report of those actions to the Agency as soon as practicable and no later than ten days after the initiation of those actions.
- 10.3 Within twelve months of the date of grant of the licence the licensee shall submit a map/drawing to the Agency which shall include the following:
- a) details of the layout and slopes and drainage system for all roads/surfaces, drains and roofed areas;
  - b) delineation of road/yard surfaces where contaminated and uncontaminated water arises;
  - c) location of all kerbing as required by Condition 3.5.4<sup>2</sup> and
  - d) all monitoring locations that are stipulated in this licence including a national grid reference for each monitoring point.
- 10.4 Annual Environmental Report
- a) The licensee shall submit to the Agency for its agreement, within thirteen months from the date of grant of this licence and within one month of the end of each year thereafter, an Annual Environmental Report (AER).
  - b) The AER shall include as a minimum the information specified in *Schedule G. Content of Annual Environmental Report*, of this licence and shall be prepared in accordance with any relevant written guidance issued by the Agency.
- 10.5 The licensee shall report to the Agency within nine months of the date of grant of this licence on the success in achieving the required level of urea substitution.

**REASON:** *To provide for proper report to and notification of the Agency.*

## CONDITION 11 CHARGES AND FINANCIAL PROVISIONS

### 11.1 Agency Charges

- 11.1.1 The licensee shall pay to the Agency an annual contribution of €15,960 or such sum as the Agency from time to time determines, towards the cost of monitoring the activity or otherwise in performing any functions in relation to the activity, as the Agency considers necessary for the performance of its functions under the Waste Management Act, 1996. The licensee shall in 2005 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 Index from the date of the licence to the renewal date. The updated amount shall be notified to the licensee by the Agency. For 2004, the licensee shall pay a pro rata amount from the date of this licence to 31<sup>st</sup> December. This amount shall be paid to the Agency within one month of the date of grant of this licence.

11.1.2 In the event that the frequency or extent of monitoring or other functions carried out by the Agency needs to be increased the licensee shall contribute such sums as determined by the Agency to defraying its costs.

## 11.2 Financial Provision for Closure, Restoration and Aftercare

11.2.1 Within twelve months of the date of grant of this licence, the licensee shall arrange for an independent third party risk assessment of the facility to be carried out. The risk assessment shall have particular regard to any accidents, emergencies, or other incidents, which might occur at the facility and their effect on the environment. The risk assessment shall include a comprehensive and fully costed Environmental Liabilities Risk Assessment for the facility including the cost of making adequate Financial Provision. The financial provision shall include the costs entered into or incurred in the carrying on of the activities to which this licence relates or will relate including and the decommissioning and closure of the facility.

11.2.2 The licensee shall within eighteen months establish and maintain a fund, or provide a written guarantee for the costs determined under Condition 11.2.1. The type of fund established and means of its release/recovery shall be agreed by the Agency prior to its establishment.

11.2.3 The amount of financial provision, held under Condition 11.2.2 shall be maintained by the licensee and be reviewed and revised as necessary, but at least annually. Any proposal for such a revision shall be submitted to the Agency for its agreement.

11.2.4 The licensee shall within two weeks of purchase, renewal or revision of the financial provision required under Condition 11.2.2, forward to the Agency written proof of such indemnity.

11.2.5 Unless otherwise agreed any revision to the fund shall be computed using the following formula:-

$$\text{Cost} = (\text{ECOST} \times \text{WPI}) + \text{CiCC}$$

Where:-

Cost = Revised restoration and aftercare cost

ECOST = Existing restoration and aftercare cost

WPI = Appropriate Wholesale Price Index [Capital Goods, Building & Construction (i.e. Materials & Wages) Index], as published by the Central Statistics Office, for the year since last closure calculation/revision.

CiCC = Change in compliance costs as a result of change in site conditions, changes in law, regulations, regulatory authority charges, or other significant changes.

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

## SCHEDULE A : Waste Types and Quantities

Waste Type	Maximum (Tonnes per Annum) <sup>Note 1</sup>
Horse Manure	41,600
Poultry Manure	15,000

**Note 1:** The waste quantities may be altered subject to the agreement of the Agency.

## SCHEDULE B : Specified Engineering Works

Specified Engineering Works
Installation of Air Extraction and Abatement systems.
Installation of Surface/Goodie Water Management Infrastructure (including provision of 150mm kerb).
Installation of noise control infrastructure.
Installation of odour control infrastructure (aeration, etc).
Any other works notified in writing by the Agency.

## SCHEDULE C : Process Control

Monitoring (where relevant):

Control	Frequency	Monitoring Equipment/Method
<b>Goodie Water / Process Water:</b>		
Dissolved Oxygen	Continuous	DO Probe with Recorder
Water Usage <sup>Note 1</sup>	Continuous	Flow meter/Pump rate over time
Water Level in Tanks	Continuous	To be Agreed <sup>Note 3</sup>
<b>Phase I / II:</b>		
Moisture Content of Compost	Daily	To be agreed by the Agency
Oxygen Content	Continuous <sup>Note 2</sup>	Oxygen Probe with recorder
Hydrogen Sulphide	Daily	Gas detector tube
Dimethyl sulphide	Daily	Gas detector tube
Temperature	Continuous <sup>Note 2</sup>	Temperature Probe with recorder

**Note 1:** The quantity of non-goodie water used on-site is to be monitored (e.g. clean rainwater, mains or abstracted surface/ground water).

**Note 2:** Pending the completion of the infrastructure required under Condition 3.11, the monitoring frequency for Clamps of intermediate compost deposited in open yard areas shall be daily.

**Note 3:** To be included in the continuous monitoring system required under Condition 3.16.

Equipment:

Control Parameter	Equipment	Back Up Equipment
<b>Goodie Water:</b> Dissolved Oxygen Water Level in Tanks Goodie Water Usage	Aerators Level Switches/Alarms Pumps	Spares held on-site Spares held on-site Standby pumps and spares held on-site
<b>Phase I / II:</b> Oxygen Content	Aeration Pads/Air Fans	Standby Fans and spares held on-site
Temperature	Aeration Pads/Air Fans	Standby Fans and spares held on-site

## SCHEDULE D : Emission Limits

**D.1 Noise Emissions:** (Measured at the noise sensitive location indicated in *Table E.1*).

Day Db(A) $L_{Aeq}$ (30 minutes)	Night Db(A) $L_{Aeq}$ (30 minutes)
55	45

**D.2 Dust Deposition Limits:** (Measured at the monitoring points indicated in *Table E.1*).

Level ( $mg/m^2$ /day) <sup>Note 1</sup>
350

Note 1: 30 day composite sample with the results expressed as  $mg/m^2$  /day.

**D.3 Emissions to Air**

**Emission Point Ref. Nos:** A1-1, A1-2, A1-3.

**Volume to be emitted:** Maximum rate per hour from any stack:  $6,000m^3$

Parameter	Emission Limit Value
Oxides of sulphur	$1700 mg/m^3$
Nitrogen oxides (as NO <sub>2</sub> )	$750 mg/m^3$
CO	$200 mg/m^3$

**D.4. Emissions to Water**

**Location:** As discharged from the piped stream to the Cushaling River (SW1)

Parameter ( $mg/l$ except for pH, temp)	Emission Limit Value
PH	6-9
BOD	20
SS	30
Total N	15
Orthophosphate (as P)	1
Temperature	23°C



## D.5 Emissions to Water (Effluent treatment plant)

Location: ETP-1

Maximum Flow – 21m<sup>3</sup> per day

Parameter (mg/l except for pH, temp)	Emission Limit Value
pH	6-9
BOD	20
SS	30
Total Ammonia (as N)	5
Orthophosphate (as P)	1
Total Phosphorus (as P)	2
Oils, Fats, Grease	10

## SCHEDULE E : Monitoring

### E.1 Monitoring Locations

Monitoring locations shall be those as set out in Table E.1.1

Table E.1.1 Monitoring Locations

DUST	NOISE	SURFACE WATER	GROUND-WATER	BOILER	AIRBORNE MICROBES Note 1
STATIONS Note2	STATION Note 3	STATIONS Note 4	STATIONS Note4	STATIONS	STATIONS Note2
D1 D2 D3 D4	N12	SW-1 RW-1 RW-2 FMW-1 FMW-2 ETP-1	GW-1 GW-2 GW-3 Private Wells Note 5	A1-1 A1-2 A1-3	AB-1 AB-2 AB-3 AB-4

**Note 1:** Four locations to be selected and three to be used during sampling, one upwind and two downwind.

**Note 2:** Locations to be agreed by the Agency.

**Note 3:** Location 2: Cottage as indicated in Attachment C8/H8 of the application form.

**Note 4:** Locations RW1, RW2 are 30 m downgradient/upgradient of discharge point (SW1) to Cushaling River. ETP-1 is monitoring location at discharge from effluent treatment plant. FMW1 & FMW2 are the monitoring locations for the surface water run-off from the facility.

**Note 5:** All private wells within 250m of the facility, where relevant, are to be monitored in accordance with Condition 7.7.1.

### E.2 Dust

Table E.2.1 Dust Monitoring, Frequency, Parameters and Technique

Parameter	Monitoring Frequency	Analysis Method/Technique
Dust (mg/m <sup>2</sup> /day)	Three times a year Note 2	Standard Method Note 1
Odour	Daily	Subjective inspection by operator

**Note 1:** Standard method VDI2119 (Measurement of Dustfall, Determination of Dustfall using Bergerhoff Instrument (Standard Method) German Engineering Institute). A modification (not included in the standard) which 2 methoxy ethanol may be employed to eliminate interference due to algae growth in the gauge.

**Note 2:** At least twice between the months of May and September.

### E.3 Airborne Microbes

Table E.3.1: Airborne Micro-Organism Monitoring, Frequency, Parameters and Technique

Parameter (cfu/m <sup>3</sup> )	Monitoring Frequency	Analysis Method/Technique
Airborne Micro-Organisms	Annual	Standardised Protocol <sup>Note 1</sup>

**Note 1:** Monitoring to be completed as per “The Composting Association” publication “Standardised Protocol for the Sampling and Enumeration of Airborne Micro-Organisms at Composting Facilities”.

### E.4 Noise

Table E.4.1 Noise Monitoring, Frequency, Parameters and Technique

Parameter	Monitoring Frequency	Analysis Method/Technique
L <sub>Aeq</sub> (30 minutes)	Bi-Annual	Standard <sup>Note 1</sup>
L <sub>A10</sub> (30 minutes)	Bi-Annual	Standard <sup>Note 1</sup>
L <sub>A90</sub> (30 minutes)	Bi-Annual	Standard <sup>Note 1</sup>
Frequency Analysis (1/3 Octave band analysis)	Bi-Annual	Standard <sup>Note 1</sup>

**Note 1:** “International Standards Organisation. ISO 1996. Acoustics – Description and Measurement of Environmental Noise. Parts 1, 2 and 3.”

### E.5 Surface Water

Table E.5.1: Surface Water Monitoring, Frequency, Parameters and Technique

Parameter	Monitoring Frequency	Analysis Method/Technique
Visual Inspection	Weekly	Sample and examine colour and odour of water
PH	Quarterly	PH electrode/meter and recorder
Electrical Conductivity	Quarterly	Conductivity Probe
Dissolved Oxygen	Quarterly	DO meter/recorder
Temperature (°C)	Quarterly	Temperature probe with recorder
Suspended Solids	Quarterly	Standard Methods
Biochemical Oxygen Demand	Quarterly	Standard Methods
Chemical Oxygen Demand	Monthly	Standard Methods <sup>Note 2</sup>
Nitrates	Quarterly	Standard Methods
Total Phosphorus (as P)	Quarterly	Standard Methods
Ammonia	Quarterly	Standard Methods
Sulphate (as SO <sub>4</sub> )	Quarterly	Standard Methods

## ***E.6 Meteorological Monitoring***

Table E.6.1 Meteorological Monitoring:

Data to be obtained from a location on the facility to be agreed in advance by the Agency.

<b>Parameter</b>	<b>Monitoring Frequency</b>	<b>Analysis Method/Technique</b>
<b>Temperature (min/max.)</b>	Daily	To be agreed
<b>Wind Direction</b>	Daily	Windsock
<b>Wind Speed</b>	Daily	To be agreed
<b>Atmospheric Pressure</b>	Daily	To be agreed

## ***E.7 Groundwater Monitoring***

Table E.7.1 Groundwater Monitoring, Frequency, Parameters and Technique.

<b>Parameter</b>	<b>Monitoring Frequency</b>	<b>Analysis Method/Technique</b>
<b>Groundwater Level</b>	Bi-Annual	Method to be agreed by the Agency
<b>PH</b>	Bi-Annual	pH Probe
<b>TOC</b>	Bi-Annual	Standard Methods
<b>Ammonia</b>	Bi-Annual	Standard Methods
<b>Nitrates</b>	Bi-Annual	Standard Methods
<b>Sulphate</b>	Bi-Annual	Standard Methods
<b>Conductivity</b>	Bi-Annual	Conductivity Probe
<b>Total Coliforms</b>	Bi-Annual	Method to be agreed by the Agency
<b>Faecal Coliforms</b>	Bi-Annual	Method to be agreed by the Agency

### E.8: Effluent Treatment Monitoring

Table E.8.1 Effluent Treatment Monitoring (as measured at ETP-1)

Parameter	Monitoring Frequency	Analysis Method Technique
PH	Bi-Annual	pH Probe
BOD	Bi-Annual	Standard Methods
Suspended Solids	Bi-Annual	Standard Methods
Total Phosphorous (as P)	Bi-Annual	Standard Methods
Ortho-Phosphorous (as P)	Bi-Annual	Standard Methods
Oils fat & grease	Bi-Annual	Standard Methods
Total Ammonia (as N)	Bi-Annual	Standard Methods

### E.9 Emissions from Boilers

Table E.9.1 Emissions from Boilers: Monitoring Frequency, Parameters and Technique

Location:

Parameter	Monitoring Frequency	Analysis Method Technique
SOx	Annual	Flue Gas Analyser
NOx	Annual	Flue Gas Analyser
CO	Annual	Flue Gas Analyser
Combustion Efficiency	Annual	Flue Gas Analyser

## SCHEDULE F : Recording and Reporting to the Agency

Report	Reporting Frequency <sup>Note1</sup>	Report Submission Date
<b>Environmental Management System Updates</b>	Annually	One month after the end of the year reported on.
<b>Annual Environment Report (AER)</b>	Annually	One month after the end of each calendar year.
<b>Record of incidents</b>	As they occur	Within five days of the incident.
<b>Bund, tank and container integrity assessment</b>	Every three years	Six months from the date of grant of licence and one month after the end of the three year period being reported on (or prior to the use of new structures).
<b>Specified Engineering Works reports</b>	As they arise	Prior to the works commencing.
<b>Monitoring of Surface Water Quality</b>	Quarterly	Ten days after end of the period being reported on.
<b>Monitoring of Groundwater Quality/Levels</b>	Bi-annually	Ten days after end of the six-month period being reported on.
<b>Meteorological Monitoring</b>	Annually	One month after end of the year being reported on.
<b>Dust Deposition Monitoring</b>	Three times a year	Ten days after the period being reported on.
<b>Airborne Micro-organisms Monitoring</b>	Annually	One month after end of the year being reported on.
<b>Noise Monitoring</b>	Bi-annually	Ten days after end of the period being reported on.
<b>Treated Sewage Monitoring</b>	Bi-annually	Ten days after end of the period being reported on.
<b>Environmental Liabilities Risk Assessment Report</b>	Once Off	Within six months of the date of grant of the licence.
<b>Facility Yard Integrity Report</b>	Once Off	Within one month of the date of completion of the assessment.
<b>Any other monitoring</b>	As they occur	Within ten days of obtaining results.

# **SCHEDULE G: Content of the Annual Environmental Report**

## **Annual Environmental Report Content**

Reporting Period.

Waste activities carried out at the facility.

Proposal for a decommissioning and aftercare plan for the facility.

Report on the capacity of the facility in terms of compost production and air/water handling infrastructure.

Quantity and Composition of waste received, disposed of and recovered during the reporting period and each previous year.

Report on the quantity of water used at the facility including details of the source of the water used and an assessment of the use of alternative water sources where feasible (e.g. grey water use).

Summary report on emissions.

Summary of results and interpretation of environmental monitoring.

Resource and energy consumption summary.

Proposed development of the facility and timescale of such development.

Report on development works undertaken during the reporting period, and a timescale for those proposed during the coming year.

Report on the progress towards achievement of the Environmental Objectives and Targets contained in previous year's report.

Schedule of Environmental Objectives and Targets for the forthcoming year.

Full title and a written summary of any procedures developed by the licensee in the year which relates to the facility operation.

Tank, pipeline and bund testing and inspection report.

Reported incidents and Complaints summaries.

Energy Audit of the Facility.

Review of Nuisance Controls.

Reports on financial provision made under this licence, management and staffing structure of the facility, and a programme for public information.

Report on training of staff.

Any other items specified by the Agency.

Sealed by the seal of the Agency on this the 20<sup>th</sup> day of August, 2004

PRESENT when the seal of the Agency  
was affixed hereto:

\_\_\_\_\_  
Dara Lynott, **Director/Authorised Person**



Page: 15

[EU1]check this

Page: 15

[EU2]distinction must be made with tank and tank

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**Attachment B 4 Sanitary Authority**

Kildare County Council is the relevant Sanitary Authority in whose functional area the facility is located. The site does not discharge any effluent to an authority sanitary system.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**Attachment B 6      Notice and Advertisements**

Notice of this Application has been provided to the public by means of an advertisement in the Leinster Leader Newspaper on Thursday November 16<sup>th</sup> 2006. A site notice was posted on the Wednesday November 29<sup>th</sup> 2006 and will be displayed for a period of two months after submission of this application.

Notice was given to the Local Authority in the form of a letter to Kildare County Council Panning Department dated November 13<sup>h</sup> 2006 and is included in Attachment B.3 above. Attached are copies of the following

- Newspaper notice displayed in the Leinster Leader Newspaper on Thursday November 16<sup>th</sup> 2006
- Text of the Site Notice.
- Figure B.2.1 showing location of Site Notice.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

**APPLICATION TO THE ENVIRONMENTAL PROTECTION  
AGENCY  
FOR A REVIEW OF WASTE LICENCE**

Notice is hereby given in accordance with the provisions of the Waste Management Act, 1996, that Carbury Compost Limited, Drummin, Carbury, Co. Kildare, is applying to the Environmental Protection Agency for a review of their Waste Licence 124-1 for the company's composting facility located at Drummin, Carbury, Co. Kildare (E230500; N271700)

The principal activity carried out at the site, as specified in the Fourth Schedule to the Waste Management Act, 1996, is as follows:

"2. Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological processes)"

Other activities carried out at the site, as specified in the Fourth Schedule to the Waste Management Act, 1996, are as follows:

"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"

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

It is proposed that the composting facility will process up to 160,000 tonnes per year of raw materials to produce compost exclusively for the mushroom growing industry.

A copy of the Waste Licence Review Application and EIS and such further information relating to the application as may be furnished to the Agency in the course of the Agency's consideration of the application will, as soon as practicable after receipt by the Agency, be available for inspection or purchase at the headquarters of the Agency, PO Box 3000, Johnstown Castle Estate, County Wexford, Ireland.



**Allen, Kilmearney,  
Naas, Co. Kildare.**

Applications are invited from building contractors who wish to be considered for inclusion on the approved tender list for the above project. Details of the restricted tender procedure and qualifying criteria are available on request from:

**Hassett Ducatez Architects,  
65 Great Strand Street,  
Dublin 1.**

The closing date for receipt of completed applications is **12 noon on Thursday, 7 December 2006.** 18557956/KM441/07

**Application to the  
Environmental Protection  
Agency for a Review of  
Waste Licence**

Notice is hereby given in accordance with the provisions of the Waste Management Act, 1996, that Carbury Compost Limited, Drummin, Carbury, Co. Kildare, is applying to the Environmental Protection Agency for a review of their Waste Licence 124-1 for the company's composting facility located at Drummin, Carbury, Co. Kildare (E230500; N271700).

The principal activity carried out at the site, as specified in the Fourth Schedule to the Waste Management Act, 1996, is as follows:

"2. Recycling or reclamation of organic substances which are not used as solvents (including composting and other biological processes)"

Other activities carried out at the site, as specified in the Fourth Schedule to the Waste Management Act, 1996, are as follows:

"4. Recycling or reclamation of other inorganic materials"

"11. Use of waste intended from 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 schedule, other than temporary storage, pending collection, on the premises where such waste is produced". It is proposed that the composting facility will process up to 160,000 tonnes per year of raw materials to produce compost exclusively for the mushroom growing industry.

A copy of the Waste Licence Review Application and EIS and such further information relating to the application as may be furnished to the Agency in the course of the Agency's consideration of the application will, as soon as practicable after receipt, by the Agency, be available for inspection or purchase at the headquarters of the Agency, PO Box 3000, Johnstown Castle Estate, County Wexford, Ireland.

18558022/CB/42655

**CLOSING TIME  
FOR LINEAGE ADVT'S  
IS 5 PM  
MONDAY EVENING**

as soon as is practicable after receipt by Kildare Co. Council, be available for inspection or purchase at the offices of Kildare Co. Council, Aras Chill Dara, Devoy Park, Naas, Co. Kildare. Any member of the public may, within a period of six weeks after publication of the application, make a written submission to Kildare Co. Council in relation to this application. 18558050/GM239/10

**Leinster  
Leader  
19 South Main St  
Naas**

**for all Your  
Advertising  
•Sits Vacant  
•Property  
•Entertainment**

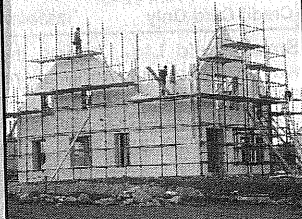
**•Motoring  
•General  
•Features  
•Lineage**

**Tel (045) 897302  
Fax (045) 897647**

**polarwall**

**Insulating  
Concrete Formwork**

- Stronger than Masonry
- Warmer than Timber



- Energy efficient
- Ideal for basements
- All weather construction

**Contact John  
Dunbyrne,  
Kilmearney,  
Naas, Co. Kildare.**

**Tel: 087 7552043  
Fax: 045 870868**

be inspected or purchased at the offices of the Planning Authority at Naas Town Council, Aras Chill Dara, Devoy Park, Newbridge Road, Naas (9 am - 4 pm Monday, Tuesday, Thursday and Friday and 9.30 am - 4 pm on Wednesday (excluding lunch 1 pm to 2 pm)), excepting bank holidays. A submission or observation in relation to the application may be made in writing to the Planning Authority on payment of a fee of €20 within the period of five weeks beginning on the date of receipt by the Planning Authority of the application. 18558015/GM239/08

**Naas Town Council.** We are applying for full planning permission to erect single storey extension to side of existing dwelling and garage at 381 Morell Close, Naas. - John and Christine Gillespie.

The planning application may be inspected or purchased at the offices of the Planning Authority at Naas Town Council, Aras Chill Dara, Devoy Park, Newbridge Road, Naas (9 am - 4 pm Monday, Tuesday, Thursday and Friday and 9.30 am - 4 pm on Wednesday (excluding lunch 1 pm to 2 pm)), excepting bank holidays. A submission or observation in relation to the application may be made in writing to the Planning Authority on payment of a fee of €20 within the period of five weeks beginning on the date of receipt by the Planning Authority of the application. 18557962/GM42611

**Naas Town Council.** Full planning permission sought for two storey extension to side of dwelling house and all associated site works at 280 Morell Court, Naas. - D. Sleator.

The planning application may be inspected or purchased at the offices of the Planning Authority at Naas Town Council, Aras Chill Dara, Devoy Park, Newbridge Road, Naas (9 am - 4 pm Monday, Tuesday, Thursday and Friday and 9.30 am - 4 pm on Wednesday (excluding lunch 1 pm to 2 pm)), excepting bank holidays. A submission or observation in relation to the application may be made in writing to the Planning Authority on payment of a fee of €20 within the period of five weeks beginning on the date of receipt by the Planning Authority of the application. 18557980/BG42616

**More  
Planning  
Applications  
on  
Page 51**

Supplied & fitted  
€650 \* Special Offer  
for other woods available  
**REGENCY DOORS**  
Supplied & Fitted  
€115 (Pine €150)  
Staircases made to measure  
Phone: 01 - 459 1769  
Mobile: 087 231 9636

**CONSERVATORIES  
and PATIOS**

•Registered Builders  
•Fully Insured  
•Free Estimates  
For a Guaranteed  
Quality and Efficient  
Service  
**Call 086 80596**

**ATS FENCING**

ALL TYPES OF FENCING CATERED  
Specialising in:

- Stud Fencing
- Stock Fencing
- Electric Fencing

**045 865896  
087 6951149**

**INCOME  
TAX RETURN**

**SELF-EMPLOYED  
LIMITED COMPANIES**

Accounts and Tax Return  
professionally completed

VAT, RCT, PAYE &  
Full Book-keeping services  
provided if required

Tax/Business Advice Supplied

**Tel: 046 9541155 / 087 2**

**J & C BOUNCES  
CASTLES**

All occasions catered  
Slides, Castles, Slide Bounces

Fully Insured

We deliver and Collect

**Tel: (045) 4457  
Mobile: (087) 205**

**MIDLAND  
Aluminium  
and uPVC**

Davitt Rd., Mountmellick  
Co. Laois  
Aluminium & uPVC  
Windows, Doors  
Patio Doors  
Conservatories

Estimates Free  
**Tel: (0502) 242  
or Contact Dermot  
@ (087) 23093**



**Attachment B 7          Type of Activity**

The facility is involved with the Fourth Schedule waste recovery activities as defined in the Fourth Schedule of the Waste Management Act, 1996 (WMA).

Waste Recovery Activities - Fourth Schedule of WMA**2. Recycling or reclamation of Organic substances which are not used as solvents (including composting and other biological transformation processes.)**

This will be the principal activity for the site and entails the reclamation of organic substances including horse manure, poultry litter and straw

**4. Recycling or reclamation of other inorganic materials**

Relatively small quantities of gypsum are involved in the composting process

**11. Use of waste obtained from any activity referred to in preceding paragraph of this Schedule**

Finished mushroom compost is re-used on site in the mushroom growing tunnels.

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

For inspection purposes only.  
Consent of copyright owner required for any other use.



**ATTACHMENT C – MANAGEMENT OF THE FACILITY****Attachment C.1 Technical Competence and Site Management**

It is estimated that there will be some 115 staff required to operate the proposed facility and mushroom growing operation

<b>Name</b>	<b>Position</b>	<b>Responsibilities</b>	<b>Experience</b>	<b>Replacement</b>
R.C. Wilson	Director (Chief Executive)	CEO of entire Monaghan Mushrooms group	Founder of Monaghan Mushrooms.	J. Stanley
J. Stanley	Director	Overall director for group finance	Over 25 years of experience as a financial controller	R.C. Wilson
Philip Wilson	Compost Division Manager	Overall running of Monaghan Mushrooms compost division	6 years of experience as compost division manager. Has a degree in Management Science and Information Systems.	Michael Cusack
Michael Cusack	Compost Site Manager	Responsible for overall running of the Carbury Division of Monahan Mushrooms	31 years of experience with Carbury Compost Ltd. Has participated in Management Development Courses.	Pat Farrell
Pat Farrell	Compost and Environmental Manager	Deals with the composting division of Carbury and responsible for all environmental aspects of Carbury Compost Ltd.	7 years experience with Carbury Compost Ltd. Has completed the Repak Course on packaging and the Rural Environmental Protection Scheme Planning Course. Also has completed Farm Nutrition Management Plans	Christy Hoey

Carbury Compost Ltd. is a mushroom composting company currently operating in Ireland. The company employs c.34 employees at their composting facility located in Drumin, Carbury, Co. Kildare as of November 2006. The number of employees is slightly higher than the amount stipulated in the Environmental Impact Assessment (25 employees) which was completed in May of 2006. The company have taken on staff to better facilitate the administration and shipping areas of the business.

The company are currently operating under a Waste Licence 124-1 from the EPA. It is estimated that these will be some 115 staff required to operate the proposed facility and the mushroom growing operation.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

## **Attachment C.2 Environmental Management System**

A new Environmental Management System (EMS) based on continual improvement will be implemented in line with the requirements of the Waste Licence.

## **Attachment C3 Hours of Operation**

While it was stated in the EIS that composting is a continuous process operating 24 hours a day and seven days a week this reflected the fact that the actual biodegradation and composting of the materials is an ongoing and continuous process that takes place while the materials are stored in piles in the bunkers and tunnels. However, the vast bulk of the site activities, operational processes and procedures are carried out between the hours of 6am to 8pm seven days a week. These activities include the reception of raw materials into the reception hall, unloading and storage of raw materials, mixing of raw materials, blending, wetting the materials, loading materials into the bunkers, turning the materials, moving the materials from one bunker to another, moving the materials from the bunkers to the tunnels, moving the materials from one tunnel to another and delivering some finished compost to the on site mushroom growing operation. Loading of trucks with finished compost and export of these trucks off site occurs between 5am and 10pm Monday to Friday and 6am to 8pm Saturday. There are virtually no activities carried out on site outside of these hours i.e. between the hours of 10pm and 5am save for any emergency maintenance that may be required. The gates are closed and locked between 10pm and 5am. During these hours, the composting process is ongoing in that the materials are left in the bunkers and tunnels to compost and are subject only to the continuous aeration system. There are no mixing, turning, blending or movement of the materials during these hours or any other activities. During these hours a night supervisor supervises the computerised telemetry that monitors the temperature, humidity and oxygen levels of the composting materials and ensures that all systems are operating correctly.

In terms of truck deliveries to and from the site please see the schedule below:

### **Composting Operation**

Raw materials imported to the site	-	6am to 8pm Monday to Friday
	-	6am to 1pm Saturday
	-	None imported on Sunday
Finished compost exported from the site	-	5am to 10pm Monday to Friday
	-	6am to 8pm Saturday
	-	None exported on Sunday

### **Mushroom Growing Operation**

Mushroom exported from the site - 6am to 8pm seven days a week  
(normally one load at 12am and one  
load at 4pm – this can vary on  
occasion depending on demand)

*For inspection purposes only.  
Consent of copyright owner required for any other use.*

## ATTACHMENT D – INFRASTRUCTURE AND OPERATIONS

### **Attachment D1          Infrastructure**

Please refer to Section 3.2.1 *Infrastructure* of the E.I.S.

### **Attachment D2 -          Facility Operation**

Please refer Section 3.3 *Facility Operation* and 3.4 *Material Management* of the E.I.S.

For inspection purposes only.  
Consent of copyright owner required for any other use.

**ATTACHMENT E – EMISSIONS****Attachment E1 Emissions to Atmosphere**

Please refer to the following sections of the E.I.S:

Section 2.2 and 4.2 *Air*

Section 3.6.1 *Aerosol Control*

Section 3.6.3 *Dust*

Section 3.6.5 *Odour Control*

**Attachment E2 Emissions to Surface Waters**

Please refer to Section 2.6 and 4.6 *Surface Water* and Section 3.6.10 *Emissions to Surface Water* of the E.I.S.

**Attachment E3 Emissions to Sewer**

Please refer to Section 2.6.2.3 *Sewerage Effluent Management* and Section 3.2.1.10 *Sewerage and Surface Water Drainage infrastructure* of the E.I.S

**Attachment E4 Emissions to Groundwater**

Please refer to Section 2.5 and 4.5 *Groundwater* and Section 3.6.9 *Emissions to Ground Water* of the E.I.S

**Attachment E5 Noise Emissions**

Please refer to Section 2.3 and 4.3 *Noise* and Section 3.6.11 *Noise Emissions* of the E.I.S.

**Attachment E6 Environmental Nuisances**

Please refer to Section 3.6 *Environmental Nuisances* of the E.I.S.

For inspection purposes only.  
Consent of copyright owner required for any other use.



**ATTACHMENT F – CONTROL AND MONITORING****Attachment F1 Treatment, Abatement and Control Systems**

The abatement and control system to be employed at the facility for reduce emissions to the relevant media are described in the relevant section of the EIS as follows:

Air abatement – Section 4.2.3

Surface water – Section 4.6.3

Groundwater – Section 4.9.2

Noise – Section 4.3.2

**Attachment F2 Air**

Please refer to Section 3.7.1 *Dust Monitoring*, and Section 3.7.4 *Odour Monitoring* of the E.I.S.

**Attachment F3 Surface Water**

Please refer to Section 3.7.7 *Surface Water Monitoring* of the E.I.S.

**Attachment F4 Sewer Discharge**

Not applicable

**Attachment F5 Groundwater**

Please refer to Section 3.7.3 *Groundwater Monitoring* of the E.I.S.

**Attachment F6 Noise**

Please refer to Section 4.3 *Potential Impact of Noise development* of the E.I.S.

**Attachment F7 Meteorological Data**

Please refer to Section 3.7.5 *Meteorological Data Monitoring* of the E.I.S.

## ATTACHMENT G – RESOURCE USE AND ENERGY EFFICIENCY

### Attachment G 1 Raw Materials, Substances, Preparations and Energy

Estimates of fuel and other products used on site are as follows:

- It is estimated that up to 10,000,000 kw of electricity will be required at the proposed development to include both the composting and mushroom growing operations.
- It is estimated that some 400,000 l of light fuel oil will be used
- It is estimated that some 265,000 l of gas oil will be used for site wheel loaders, forklifts etc.
- All rainwater falling on the site will be collected and reused in the composting process. Even with this, it is expected that there will still be a water deficit over the course of a year. There are three on site water wells and two of these will be used to supply the remaining water requirements. The facility is also connected to the mains water supply network provided by the local authority. Any water usage from the wells or mains water supply will be metered to record monthly water usage at the facility. Records of rainfall will be obtained on an annual basis.

It is not possible to accurately predict the exact energy and raw materials requirements at the proposed facility. The figures provided above are estimates and will be verified during the early stages of the development when detailed records of usage become available.

### Attachment G 2 Energy Efficiency

Usage of energy at the site will be kept to a minimum. Energy efficiencies will be achieved by using modern plant and equipment and servicing the equipment on a scheduled basis. Plant and equipment not in use will be shut off or throttled back to idle where possible.

Bulk oil storage on site will aid in reducing traffic movements to/from the site.

All compost for export off site will be bulked up at the site and sent in large containers thus reducing energy usage from multiple trips with smaller vehicles.

Temperature control systems on site will include use of thermostats and time controls to reduce excessive use of these systems.

The benefits of updating plant and equipment that are more energy efficient will be continually reviewed. On going review of energy requirements will be carried out to reduce heating and plant fuel requirements.

## ATTACHMENT H – MATERIAL HANDLING

### Attachment H1 Waste Types and Quantities

Please refer to Section 3.4.2 Existing Material Types and Quantities and Section 3.4.3 Proposed Quantities of Materials of the E.I.S

### EWC Codes and Waste Categories

EWC Code	Waste Classification	Description of Waste	Method of Recovery or Disposal	On-site recovery/disposal <sup>2</sup>	Off-site Recovery, reuse or recycling	Off-site Disposal
02 01 06	Waste from agriculture, horticulture, aquaculture, forestry, hunting and fishing	Horse and chicken manure and straw	Will be used during the composting process	Some compost used in on-site mushroom farm	Bulk of compost is exported off site to Carbury mushroom farms	

### Attachment H2 Waste Acceptance Procedures

Please refer to Section 3.4.4 *Waste Acceptance Procedure* of the E.I.S

### Attachment H3 Waste Handling

Please refer to Section 3.4.5 *Materials Handling* of the E.I.S

**ATTACHMENT I EXISTING ENVIRONMENT & IMPACT OF THE FACILITY****Attachment I 1          Assessment of Atmospheric Emissions**

Please refer to Section 2.2 and 4.2 *Air Quality* of the E.I.S.

**Attachment I 2          Assessment of Impact of receiving Surface Water**

Please refer to Section 2.6 *Surface Water* and Section 4.6 *Surface Water* of the E.I.S

**Attachment I 3          Assessment of Impact of Sewage Discharge**

Please refer to Section 2.6.2.3 *Sewerage Effluent Management* and Section 3.7.7 *Surface Water Monitoring*.

Foul Water management is discussed in Section 3.2.1.10 of the EIS

**Attachment I 4          Assessment of Impact of Ground/Groundwater Emissions**

Please refer to Section 2.4 and 4.4 *Soils and Geology* of the EIS

Please refer to Section 2.5 and 4.5 *Groundwater* of the E.I.S.

**Attachment I 5          Ground and/or Groundwater Contamination**

Please refer to Section 2.4 and 4.4 *Soils and Geology* of the EIS

Please refer to Section 2.5 and 4.5 *Groundwater* of the E.I.S.

**Attachment I 6          Noise Impact**

Please refer to Section 2.3 and 4.3 *Potential Impact of Noise Development* of the E.I.S

**Attachment I 7          Assessment of Ecological Impacts & Mitigation Measures**

Please refer to Section 2.7 and 4.7 *Flora and Fauna* of the E.I.S.

**ATTACHMENT J – ACCIDENT PREVENTION & EMERGENCY RESPONSE****Attachment J1          Supporting Information**

Please refer to Section 3.9 *Contingency Planning* of the E.I.S.

Please find attached a copy of Monaghan Mushrooms Ltd. Professional Insurance

**ATTACHMENT K REMEDIATION, DECOMMISSIONING, RESTORATION AND AFTERCARE**

Please refer to section 3.8 *Decommissioning and Aftercare* of the E.I.S

For inspection purposes only.  
Consent of copyright owner required for any other use.



## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

**Insured's Name and Address**

MONAGHAN MUSHROOMS LTD  
 TYHOLLAND  
 CO MONAGHAN

<b>Policy Number</b> 00448165/04/01
--

<b>Renewal Date</b> 1st October
------------------------------------

**Period of Insurance**

From **01 October, 2006** To **30 September, 2007**  
 and any subsequent period for which the Insured shall pay and the  
 Company shall accept the premium required for the renewal of this Policy.

**Premises**

\* WITHIN THE TERRITORIAL LIMITS OF THE POLICY

**Business or Occupation**

Carrying on or engaged in the Business or Occupation of:  
 Mushroom Producers & Suppliers, Mushroom Compost Manufacturers, Mushroom Casing  
 Manufacturers And Property Owners.

**Covers Operative**

Section No.	Details	Sum Insured / Limit of Indemnity	Premium
1.	Fire (Premises/Contents)	Not Insured	
2.	Consequential Loss	Not Insured	
3.	Book Debts	Not Insured	
4.	Theft	Not Insured	
5.	Cash	Not Insured	

For inspection purposes only. Consent of copyright owner required for any other use.





## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

**6. Employers Liability**

Limit of indemnity 1:	€13,000,000
Limit of indemnity 2:	Unlimited

## Estimate of Wages:

Clerical & Administrative Staff	€2,032,000
Clerical/administrative Uk	€1,377,000
Pickers (uk)	€9,500,000
All Others (uk)	€3,480,000
All Others (ireland)	€3,937,000

**Endorsement/Warranty Number(s) Applicable**

138 - Indemnity To Directors and Executive and Employees  
 139 - Employees Sports And Social Club  
 196A - Property Repairs  
 217 - Employers Liability - Indemnity to Principal  
 218 - Employers Liability - Definition of Employee  
 260 - Employers' Liability - First Aid  
 262 - Cross Liability Clause  
 263 - Employers' Liability - Canteen, Fire & Ambulance Facilities  
 387A - Indexed Excess  
 M003 - Legal Costs SHWWA  
 M004 - European Union

**7. Public Liability**

Limit of indemnity 1: Any one occurrence	€2,600,000
Limit of indemnity 2: Any one period	Unlimited

**Endorsement/Warranty Number(s) Applicable**

137B - Product Liability  
 138 - Indemnity To Directors and Executive and Employees  
 139 - Employees Sports And Social Club  
 219 - Public Liability - Indemnity to Principal (Section 7)  
 262 - Cross Liability Clause  
 387A - Indexed Excess  
 M003 - Legal Costs SHWWA  
 M004 - European Union  
 M005 - Defective Premises

8. *All Risks – Business Equipment* *Not Insured*

9. *Personal Accident* *Not Insured*

10. *Glass* *Not Insured*

**Endorsement/Warranty Number(s) applicable to the whole Policy**

M001 - Insured's Title



## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

### Endorsement Number(s) attaching to and forming part of this Policy

#### 138 Indemnity to Directors and Executives and Employees

It is agreed that if any claim is made upon any Director and/or Executive and/or Management Committee and/or Employee of the Insured and the claim is such that had it been made upon the Insured, the Insured would be entitled to indemnity under this section, the Company will in terms of and subject to the limitations of this Section, indemnify the said Director and/or Executive and/or Management Committee and/or Employee of the Insured in respect of such claim.

Provided that:-

- (a) Such Director and/or Executive and/or Management Committee and/or Employee is not entitled to indemnity under any other Policy or Policies.
- (b) The extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive and/or Management Committee and/or Employee where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive and/or Management Committee and/or Employee.
- (c) Such Director and/or Executive and/or Management Committee and/or Employee shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions, limitations and conditions of this Policy so far as they can apply

#### 139 Employee's Sports and Social Clubs

It is agreed that "the Insured" shall include the committee and members of any social or sports club operated for the benefit of the Insured's employees.

The "Business" shall be deemed to include the activities of the said club.

#### 217 Indemnity to Principal - Employers' Liability

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that:-

If any claim shall be made against the Principal for bodily injury or disease as within defined arising from the negligence of the Insured and the claim is one in respect of which if it were made against the Insured direct he would be entitled to indemnity under this Policy, then and in such case the Company will within the terms, conditions and exceptions of the Policy indemnify the Principal but only so far as concerns liability as described in this Policy to an employee of the Insured.

PROVIDED THAT:-

- (a) The Company shall have sole conduct and control of the claim.
- (b) The Company shall not indemnify the Principal in respect of liability arising from the negligence or default of the Principal, its servants or agents.
- (c) The Principal shall as though he were the Insured observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply.



## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

## 218 Employers' Liability - Definition of Employee

For the purposes of this Section of the Policy:-

- (a) Labour Masters and Persons supplied by them
- (b) Persons employed by Labour only Sub-contractors
- (c) Self-employed Persons
- (d) Any person hired from any Public Authority, Company, Firm or individual while engaged in the course of the business
- (e) Any driver and/or operator of plant hired to the Insured and used in connection with the business
- (f) Any person engaged by the Insured under a Vocational, Manpower or other special Training Programme

working for the Insured in connection with the Business, shall be deemed to be employees of the Insured

PROVIDED ALWAYS that the total payments made by the Insured to such persons shall be included in the account or wages supplied in accordance with Special Conditions and Exception No. 1 of this Section.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*



## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

### 219 Indemnity To Principal - Public Liability

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that:-

If any claim shall be made against the Principal for injury or material damage as within defined arising from the negligence of the Insured and the claim is one in respect of which if it were made against the Insured direct he would be entitled to indemnity under this Policy, then and in such case the Company will within the terms, conditions and exceptions of the Policy indemnify the Principal.

PROVIDED THAT:-

- (a) The Company shall have sole conduct and control of the claim.
- (b) The Company shall not indemnify the Principal in respect of liability arising from the negligence or default of the Principal, its servants or agents.
- (c) The Principal shall as though he were the Insured observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply.

### 260 Employers' Liability - First Aid

The Company will indemnify any employee being a member of the Insured's First Aid or Medical Organisation (other than a qualified Medical Practitioner) against liability at law for damages and claimant's costs and expenses in respect of medical or surgical treatment given to any other employee upon the instructions of the Insured in respect of bodily injury or disease arising out of and in the course of the business of the Insured.

PROVIDED ALWAYS that the Insured shall have arranged with such employee for the conduct and control of all claims to be vested in the Company and that such employee shall as though he were the Insured observe, fulfil and be subject to the terms and conditions of this Policy insofar as they can apply.

The term "Insured" shall at the request of the Insured include any Director of the Insured or any person under a contract of service or apprenticeship with the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against him.

### 262 Cross Liabilities Clause

In the same manner and to a like extent as though this policy was issued in the name of one of them only this policy shall indemnify the Insured in respect of claims made by any of them (or their servants or agents) against any other of the Insured.

### 263 Employers' Liability - Canteen, Fire And Ambulance Facilities

This Section of the Policy is extended to indemnify the Insured in respect of the Insured's legal liability arising out of or in connection with bodily injury (including disease) to Employees involved in Canteen, Fire and Ambulance facilities provided by the Insured for use in connection with the Insured's own business.

Additional Warranty(ies)/Memoranda applicable shown hereunder

### 137B Product Liability



## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

Notwithstanding anything contained herein to the contrary in Exception 1(c), 1(d) and or 7 the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of:

- (a) Accidental bodily injury to or disease contracted by any person and / or
- (b) Accidental loss of or accidental damage to property,

happening during the Period of Insurance anywhere in the World caused by goods including their packaging or containers, manufactured sold, supplied, repaired, altered, serviced, installed or treated by the Insured in the course of the Insured's business from any premises within Ireland.

In respect of this indemnity and in addition to the terms, conditions and exceptions of this Section of the Policy, it is agreed that:

- (1) The liability of the Company shall not exceed in any one Period of Insurance **€2,600,000** exclusive of costs and expenses incurred with the Company's written consent.
- (2) The Company will not indemnify the Insured in respect of:
  - (a) Liability arising from any goods installed in an aircraft.
  - (b) Liability for loss of or damage to the goods sold or supplied causing such injury, disease, loss or damage.
  - (c) Remedial or professional or other advice or treatment given or administered or omitted by the Insured or any person in the service of the Insured for which a fee is charged.
  - (d) Losses occurring or claims commenced or brought in Canada or the United States of America.

Exception 7 of this Section of the Policy in so far as it relates to indemnity provided by this endorsement is amended to read as follows: Any action for damages commenced or brought against the Insured in the courts of any country outside of the European Union and or any action commenced, and or enforcement of any judgment against the Insured granted, in a court of law outside of the European Union.

#### 196A Property Repairs

This Section also applies in respect of the repair or maintenance of the Insured's own property and/or property for which the Insured acts as Agent or Factor.

#### 387A Indexed Excess: €25,000 subject to an aggregate limit of €200,000

The Company shall not be liable to pay the first amount as stated above of loss(es) which would otherwise be the subject of indemnity under this Policy or Policy No. 00448165/22/01. This amount shall be referred to as the Insured's retention and is subject to index linking as stated below.

**Full Index Clause Base Date: 1 October 2006**

- (1) It is agreed that the retention of the Insured and the liability of the Company shall retain their relative values which exist at the Base Date as above, it being the intention always that the conditions of this Agreement shall be fulfilled. However, in the event of a disagreement, this matter may be referred to arbitration under the General Conditions of this Policy.
- (2) In the event of any loss hereunder, the retention of the Insured and the liability of the Company shall be adjusted quarter yearly by reference to the latest available Consumer Price Index as determined by the Central Statistics Office, Dublin, in their Irish Statistical Bulletin, applying in the manner hereinafter set out at the Base Date. The index at the above mentioned date shall be called the BASE INDEX.





## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

- (3) In respect of any loss settlement(s) made under this Agreement, the Insured shall submit a list of payments comprising such loss settlement(s) showing the amount(s) paid and the date(s) of payment. However, all payments (including legal costs) to one victim in respect of a bodily injury claim, excluding continuing regular payments and claims where a Court award of Provisional Damages and subsequent Further Damages have been made, shall be aggregated and the index at the date of payment, as defined below, shall be that applying at the time that the final payment is made. Where Provisional Damages and subsequent Further Damages, referred to above, have been awarded, they shall be treated as separate Payments. The amount of each such Payment, and/or continuing regular payment, shall be adjusted by means of the following formula:-

$$\frac{\text{Amount of Payment} \times \text{BASE INDEX}}{\text{Index at date of payment}} = \text{Adjusted Payment Value}$$

All actual payments and adjusted payment values shall be separately totalled, and the retention of the Insured (and the liability of the Company) shall be multiplied by the fraction:-

$$\frac{\text{Total of Actual Payment}}{\text{Total of Adjusted Payment Values}}$$

If however, the index at the time of payment of the claim is less than the index at the commencement of this Agreement, the retention of the Insured (and the liability of the Company) shall remain as stated in this Agreement.

- (4) The date of payment shall be deemed to be as follows:-
- i) Where no award is made by the Courts, the actual date upon which settlement is agreed on behalf of the Insured.
  - ii) The date an award is made by the Appeal Court if the case goes to Appeal. However in the event that the Appeal Court reduces the damages awarded by the Lower Court other than changes in apportionment of liability then (4) ii) shall apply.
- (5) In respect of an award resulting in continuing regular payments, the index of indices to be applied shall be that to which an award is linked. The index to be applied shall be that applying at the date from which continuing regular payments commence, or in the event that such payments are adjusted, the date from which such adjustment takes effect.

**M001 Insured's Title**

The Insured's title is as follows:

Monaghan Middlebrook Mushrooms Limited and Associated and/ or Subsidiary Companies.

**M003 Legal Costs SHWWA**

The Company will indemnify the Insured to the extent of € 100,000 in any one period of insurance in respect of all legal costs and other expenses (other than fines and or penalties) incurred with the Company's written consent including costs of the prosecution where awarded against the Insured arising out of any event occurring during the period of this insurance giving rise to prosecution of the Insured for a breach or alleged breach of the Safety Health and Welfare at Work Act 1989 or any equivalent legislation in Great Britain and or Northern Ireland.

**M004 European Union**





## Business Multiperil Schedule

Policy Number: 00448165/04/01

Amendment

Code: B41MN04

Section 6, Paragraph 5 is amended to read:

PROVIDED FURTHER that in respect of bodily injury or disease sustained by the Employee while temporarily employed outside the Republic of Ireland the action for damages is brought against the Insured in a Court of Law in the European Union.

Section 7, Paragraph 3 is amended to read:

Happening during the Period of Indemnity in the European Union, or elsewhere in the World wherever Directors and/or Non-Manual Employees of the Insured normally resident in the European Union are or have been engaged in the business.

Section 7, Paragraph 4 is amended to read:

- (i) any action for damages is brought against the Insured in a Court of Law within the European Union

Section 7, Exceptions to Section 7 is amended to read:

7. Any action to enforce a judgement against the Insured granted in the Courts of any country outside the European Union.

#### **M005 Defective Premises Act**

It is agreed that the indemnity provided by this Section of the Policy shall apply in respect of liability devolving on the Insured under the Defective Premises Act 1972 or Defective Premises (Northern Ireland) Order 1975 or similar legislation. This indemnity shall not include any costs associated with the remedying, removing, rebuilding and/or repairing of any defect or alleged defect in premises disposed of by the Insured.

**Subject otherwise to the terms and conditions (General & Special) of the Policy.**

**Note:** it is agreed that this revised schedule is deemed to replace the original and/or subsequent schedules in accordance with your instructions

**End Of Schedule**

## ATTACHMENT L - STATUTORY REQUIREMENTS

### Attachment L 1 Section 40(4) WMA

#### 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 and should meet the existing EPA recommendation of 350 mg/m<sup>2</sup>/day. The dust levels are recorded in Table 2.2.4 of the EIS and are well below the EPA recommendation. During the construction phase dust levels may potentially rise, however dust is not expected to pose a problem during the facilities day to day plant operations.

##### Odours

There are no National or EU standards for odour emissions. The site manager and staff operatives will perceive odours on an ongoing basis and a complaints register will be set up in the office. In the event of receiving complaints from neighbouring premises or residents with regard to odours, details will be taken on a complaint form and appropriate remedial action will be taken to reduce odour emissions and this action will have regard to the principles of BAT. The proposed facility includes an elevated stack to disperse odours from the reception hall and Phase 1 Building. Forced aeration in the composting process and aeration of the water tanks mitigate against odour impacts and comply with BAT.

##### Noise

There are no legal limits currently in place for noise emissions from industry. The EPA have set a day-time guideline for L<sub>Aeq</sub> of 55 dB(A) and a night time level of 45 dB(A) at sensitive locations for other similar developments. Processing all composting indoors in the proposed new composting buildings will reduce noise emissions from the facility.

##### Water

The risk to groundwater posed by the activities at the site is considered insignificant. Given the complete containment of the site with concrete and the proposed control measure and reuse of all liquids generated on site it is expected that there will be no impact on groundwater quality from the redeveloped site.

Sewage effluent from the site toilets, and effluent from the canteens and washrooms will be collected and sewered to the septic tank located along the northern boundary of the facility. The effluent will be pumped from here to the new water (tank B) for use in the composting process.

The entire site is either concreted or roofed and therefore all rainfall and liquids generated on the site are contained and controlled by the impervious concrete slab and drained to the water storage tanks for use in the composting process

## Environmental Pollution

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

### Risk to Waters is avoided by:

- ▶ All oil fuel tanks on site will be located in contained concrete bunds with a capacity of 110% of the largest tank contained within.
- ▶ The oil bunds will be located indoors or covered with a canopy in order to prevent rainfall from gaining access to and filling the bunds.
- ▶ Oil spill kits consisting of oil absorbent mats and booms will be stored at the site to deal with small spills should they occur.
- ▶ Sewage effluent from the site toilets, and effluent from the canteens and washrooms will be collected and sewered to Tank B located along the northern boundary of the facility.

### Risk to the Atmosphere is avoided by:

#### Construction Phase

- ▶ Implementation of a dust minimisation plan to be agreed by all parties prior to commencement of site works
- ▶ A truck wheel wash will be installed at the entrance/exit to the construction site and all trucks exiting the site will have their wheels and undercarriage washed down to avoid leaving any soil etc. onto the public road system
- ▶ A mobile bowser/dust suppression spray will be used during dry periods to dampen vehicle route ways
- ▶ During dry periods, stockpiles of soil and hardcore will be kept moist using rotary sprinkler heads
- ▶ Public roads will be regularly inspected for cleanliness and cleaned as necessary
- ▶ Lorries/trucks will be properly covered or enclosed during transportation of friable construction materials and debris to prevent their escape along public roads
- ▶ Hoarding will be erected around the site to reduce dispersion of fugitive dust
- ▶ All plant machinery will be regularly maintained and comply with all relevant legislation relating to emissions

#### Operational Phase

- ▶ Odour generated from Phase I composting and the storage of chicken litter and horse manure will be vented through a 17.5m stack to aid dispersion and eliminate odour annoyance at the nearest sensitive receptors
- ▶ All Phase I odorous activities will be housed inside

- ▶ All conveyors transporting raw materials or blended raw materials will be enclosed in perspex covered conveyors to prevent the release of odour and aerosol emissions
- ▶ A diffuse aeration system will be installed in Tanks A and B to prevent anaerobic conditions occurring
- ▶ Water from the Tank B will be used to wet the bales thus reducing potential odour production
- ▶ The new reception hall will be located at the north-east corner of the site where it is further away from sensitive receptors
- ▶ Continuous forced aeration of the compost in the Phase I bunkers indoors will ensure anaerobic conditions do not occur and emissions are vented throughout one emission point
- ▶ There will be a rapid throughput of horse manure and chicken litter in the storage areas to prevent anaerobic conditions occurring
- ▶ To control aerosol emissions, the handling, mixing, blending and delivery of raw materials will be carried out in enclosed conditions
- ▶ Emissions from the existing boiler (A1-1) are governed by the existing Waste Licence emission limit values (ELVs). In accordance with this licence, periodic monitoring is undertaken to verify compliance with ELVs
- ▶ Implementation of a regular and documented maintenance and inspection programme for all plant equipment and storage tanks
- ▶ Implementation of regular patrols to detect fugitive dust and odour emissions and regular maintenance of plant machinery

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

- ▶ It is submitted that while the proposed development entails almost doubling the volume of compost produced at the site, that the proposed upgrading of the facilities to include the handling of all materials indoors (inside the reception hall and new bunkers and tunnels etc.) will ensure a lower potential for impact on the local ecological environment than existed heretofore.

**Nuisance through Noise or Litter is avoided by:**

- ▶ All materials for compost will be handled in a contained building and all vehicles carrying these wastes are and will continue to be covered.
- ▶ Daily boundary patrols are, and will be, carried out at the site.
- ▶ Machinery and plant on site will be modern and serviced on a regular basis. Any plant not in use will be switched off or throttled back to idle speed.

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

- The location of the site is located in an agricultural area and is surrounded by greenfields. Operating the site with adequate environmental controls will ensure no impact on the surrounding environment.

**Best Available Technology (BAT)**

The principle of employing BAT is being applied at the Carbury Compost Ltd. facility in respect to emissions as follows.

Carbury Compost Ltd. 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 management practices include ensuring that all plant and equipment are fully serviced and operational, transporting compost within covered vehicles, regularly cleaning site surfaces and regularly patrolling the boundaries and the reuse of all effluent generated on in the in the compost process.

The existing and proposed new equipment on site e.g. weighbridge, emissions stack and forces aeration are examples of the best available technology for such facilities.

Specialist consultants have and will 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 will be financed from Carbury Compost Ltd. annual revenues or short term bank loans.

For inspection purposes only.  
Consent of copyright owner required for any other use.

**Attachment L 2 Fit and Proper Person (please also refer to Table C1 of Attachments)**

## Offences and Convictions

The managing director and other relevant persons associated with the applicant company have not been convicted of an offence under the Waste Management Act, 1996.

**Compliance with relevant Acts**

Carbury Compost Ltd. or the company directors have never been convicted of any offences under the Waste Management Acts 1996 to 2003, the EPA Act 1992 and 2003, the Local Government (Water Pollution) Acts 1977 and 1990 or the Air Pollution Act 1987.

**Technical Competence**

The management team is composed of experienced personnel who have spent many years in this sector of the composting industry. Carbury Compost Ltd. have a designated *Compost and Environmental Manager* who will be responsible for all environmental aspects of the operation and in particular compliance with the waste license. He will be assisted by an environmental technician whose duties will include compilation of environmental data and meeting the requirements of the waste license.

**Financial Provision**

The following information is in compliance with section 40(7) 9(c) of the waste Management Act of 1996 is enclosed for the last three financial years. It is the request of Carbury Compost Ltd. that all financial information remain confidential

- (i) Company accounts
- (ii) Balance Sheets and Cash flow projections

Financial commitments may be required by the company to cover the following environmental issues:

- Decommissioning

As explained in Attachment G.1, upon approaching the closure of the site a plan will be developed which will allow for removal of all waste materials and cleaning of all surfaces where materials had been handled or stored. It is assumed that upon closure of the site, the existing buildings will be suitable for industrial use and will have a significant re-sale value which will cover the costs of this removal of materials and site cleaning.

- Aftercare Management



As explained in Attachment G.2, after closure and cleaning of the site, there will be no environmental emissions or nuisances and for this reason aftercare management is not considered necessary at the site.

*For inspection purposes only.  
Consent of copyright owner required for any other use.*